

RESOLUTION NO. 2023 - 066

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NEW INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE TOWN OF DAVIE FOR THE DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, both the Town of Southwest Ranches ("Ranches") and the Town of Davie ("Davie") are contiguous municipalities located within Broward County, Florida; and

WHEREAS, on May 3, 2012, Ranches adopted Resolution No. 2012-046 entering into a five-year agreement with Davie for the delivery of emergency medical, fire protection, and fire prevention services; and

WHEREAS, on November 19, 2013, Ranches adopted Resolution No. 2014-010, entering into a five-year agreement with Davie for the delivery of police services; and

WHEREAS, on June 8, 2017, via Resolution 2017-046 the Town adopted a five-year agreement with the Town of Davie combining both the police and fire services into one unified agreement in order to maintain continuity of all public safety services for the Town; and

WHEREAS, the Public Safety Services agreement was set to expire on September 30, 2022 and therefore both parties entered into a one year extension of the Public Safety Services Agreement which the Town adopted on September 22, 2022 via Resolution 2022-081; and

WHEREAS, Ranches and Davie are desirous of entering into a new interlocal agreement, pursuant to 166.0495, Florida Statutes, whereby Davie would provide such public safety services to Ranches for an additional ten-year term commencing on October 1, 2023 by entering into the Interlocal Agreement in substantially the same form as that attached hereto as Exhibit "A"; and

WHEREAS, Ranches believes that entering into this Interlocal Agreement is in the best interest, of the health, safety, and welfare of its residents; and

WHEREAS, Davie believes that entering into this Interlocal Agreement is in the best interest, of the health, safety, and welfare of its residents; and

WHEREAS, the Ranches and Davie believe that the Interlocal 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 Interlocal 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 Interlocal Agreement between the Town of Southwest Ranches and the Town of Davie for the delivery of public safety services, including emergency medical, fire protection, fire & life safety, and police 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 Interlocal 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 10th day of August, 2023, on a motion by

Jim Jablonski and seconded by Jim Kuczeski.

Breitkreuz	<u>yes</u>	Ayes	<u>5</u>
Allbritton	<u>yes</u>	Nays	<u>0</u>
Hartmann	<u>yes</u>	Absent	<u>0</u>
Jablonski	<u>yes</u>	Abstaining	<u>0</u>
Kuczeski	<u>yes</u>		




Steve Breitkreuz, Mayor

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, J.D., Town Attorney
1001.2340.01

AGREEMENT

BETWEEN

THE TOWN OF DAVIE

a n d

THE TOWN OF SOUTHWEST RANCHES

f o r

DELIVERY OF PUBLIC SAFETY SERVICES,
INCLUDING EMERGENCY MEDICAL, FIRE
PROTECTION,
FIRE & LIFE SAFETY, AND POLICE
SERVICES

RECEIVED – JUNE 12, 2023 (From Davie)

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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 and operational 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, fire & life safety, and police services by DAVIE to RANCHES and to specify how such emergency medical, fire & life safety, fire prevention, and police services will be provided; and

WHEREAS, DAVIE currently operates a Fire Rescue Department and a Police 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:

ARTICLE 1

BACKGROUND PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this 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, fire & life safety, and police 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 31**, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 2.2 **ALS** – Advanced Life Support

- 2.3 **Applicable Laws** — shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- 2.4 **BLS – Basic Life Support**
- 2.5 **Consideration** — shall mean the monthly payment and other amounts payable by RANCHES hereunder in consideration of the services performed by DAVIE, as set forth herein.
- 2.6 **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.
- 2.7 **Davie Administrator** — shall mean the duly appointed and validly existing Administrator of the Town of Davie, or his/her designee.
- 2.8 **Davie Police Chief**— shall mean the duly appointed and validly existing Police Chief of the Town of Davie, or his/her designee.
- 2.9 **Davie Police Department Employees** —shall mean DAVIE police employees who possess the necessary qualifications and experience to provide police and support services to the RANCHES.
- 2.10 **Davie Station 91** — shall mean the Davie fire station generally located at 6101 SW 148th Avenue (Volunteer Road).
- 2.11 **Effective Date** — shall mean October 1, 2023.
- 2.12 **Emergency Medical Services (EMS)** — shall mean those basic life support and advanced life support services defined in Section 401.23, Florida Statutes, as may be amended from time to time.
- 2.13 **Extraordinary Investigation** – shall mean any investigation that is outside the traditional scope of services provided by a municipal police force, municipal fire rescue services or municipal fire and life safety services.
- 2.14 **Fire & Life Safety Services** — shall mean fire prevention programs and activities including, but not limited to, personnel; inspection services; plan review; and associated fire investigations; inspection of dry hydrants (fire wells) per NFPA 1142; public and staff education; and enforcement of applicable Fire Codes.
- 2.15 **Fire Protection Services** — shall mean all fire suppression calls, hazardous conditions responses; and the management of all emergency equipment, emergency personnel and emergency incident scenes.
- 2.16 **Interlocal Agreement** — shall mean this Interlocal Agreement for Public Safety Services, including Emergency Medical, Fire Protection, Fire & Life Safety, and Police Services between the DAVIE and RANCHES, including all exhibits thereto.
- 2.17 **Lien** — shall mean any lien, security interest, pledge, mortgage, easement, leasehold,

assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

- 2.18 **Out of Service** — shall mean the apparatus and/or personnel assigned to the geographic area that are not available to respond to an emergency incident.
- 2.19 **Patrol Officer** — shall mean a uniformed DAVIE Police Department officer who is servicing a patrol zone.
- 2.20 **Patrol Zone** — shall mean the geographic service area, as specifically delineated herein, in which DAVIE Police Department employees are assigned.
- 2.21 **Police Services** — shall mean the aggregate of all police related services provided by DAVIE pursuant to this Interlocal Agreement.
- 2.22 **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.
- 2.23 **Ranches Administrator** — shall mean the duly appointed and validly existing Administrator of the Town of Southwest Ranches, or his/her designee.
- 2.24 **Ranches Police Headquarters** — shall mean the Town Hall of RANCHES, or other such premises in which certain DAVIE Police Department employees, as specified herein, will maintain their offices.
- 2.25 **Ranches Town Hall** — shall mean the Town Hall of RANCHES, the premises in which certain DAVIE Police Department employees, as specified herein, will currently maintain their offices.
- 2.26 **Ranches' Fire Station** — shall mean the Town of Southwest Ranches' property located at 17220 Griffin Road, or such future site to be selected after consultation with DAVIE.
- 2.27 **Response Time** — shall mean 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.
- 2.28 **Service Area** — shall mean the geographic area that includes all areas within the corporate limits of the Town of Southwest Ranches, as may be amended from time to time. As it relates solely to Police Service, service area shall also mean a portion of DAVIE generally known as Ivanhoe.
- 2.29 **Term** — shall mean the length of this Interlocal Agreement, ten (10) years, and any extensions thereto.
- 2.30 **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 currently paid stipends by RANCHES and are not required or mandated for the delivery of the services contained herein.

ARTICLE 3

TERM OF AGREEMENT

- 3.1 This Agreement shall be for a ten (10) year term, commencing on October 1, 2023 and terminating on September 30, 2033, and shall replace all prior written agreements or oral understandings reached between the parties. On or before March 1, 2032, the parties shall meet in good faith to discuss an additional term. In the event that the parties are unable to execute a written renewal contract by March 1, 2033, this Agreement shall automatically terminate on September 30, 2033. If there is no renewal by March 1, 2033, but the RANCHES requests DAVIE to continue to offer services after September 30, 2033, the contract will increase by 6.5% for up to twelve (12) months.
- 3.2 This Interlocal Agreement may be terminated only as provided for herein unless otherwise agreed upon in writing by the parties.

ARTICLE 4

CONSIDERATION

- 4.1 By the fifteenth (15th) day of each month, in consideration of the services contained herein, RANCHES agrees to pay DAVIE from any or all legal revenue sources available to it, or which may be available to it, as follows:

Commencing Fiscal Year 2024 (October 1, 2023—September 30, 2024): RANCHES shall pay DAVIE Seven Million Five Hundred Nineteen Thousand Three Hundred and Fifty-Nine Dollars (\$7,519,359.00) in twelve (12) equal payments of Six Hundred Twenty-Six Thousand Six Hundred and Thirteen Dollars and Twenty Five Cents (\$626,613.25).

No later than April 1, 2027, DAVIE shall hire nine (9) Firefighters (with promotions of 4 lieutenants), to serve RANCHES. RANCHES shall pay DAVIE a one-time payment of One Million Three Hundred Ninety One Thousand and Seven Hundred and Ninety Eight Dollars (\$1,391,798.00) for the new fire personnel. Payment shall be included in the fiscal year 2027 annual amount. In accordance with Section 6.5 below, DAVIE shall first look to fill these vacant positions with qualified Volunteers who may desire to work for DAVIE.

If DAVIE moves to a three person per ALS Rescue Unit at anytime during the term of this Agreement, the same model shall apply to RANCHES. DAVIE shall provide RANCHES with three hundred and sixty five (365) days notice. RANCHES monthly payments shall be adjusted accordingly.

For RANCHES accounting purposes only, Fifty Five Percent (55%) of the consideration paid shall be shown as direct payment for fire services, and the remaining Forty Five Percent (45%) shall be for the other services provided

herein.

For fiscal years 2024 through fiscal year 2028 the annual consideration shall be increased by four and a half percent (4.5%). For fiscal years 2029 through 2033 the annual consideration shall be increased by five percent (5%). Future payments shall be made similar to the above monthly payment description, based on the following schedule:

Fiscal Year	Annual Increase (CPI)	Annual Cost
2023-2024	4.50%	7,519,359
2024-2025	4.50%	7,857,730
2025-2026	4.50%	8,211,328
2026-2027	4.50%	9,972,636
2027-2028	4.50%	11,762,451
2028-2029	5.00%	12,350,574
2029-2030	5.00%	12,968,103
2030-2031	5.00%	13,616,508
2031-2032	5.00%	14,297,333
2032-2033	5.00%	15,012,199

- 4.2 Within thirty days of execution of this Agreement, DAVIE shall order a ALS Rescue Unit which shall be put into service to serve RANCHES no later than the start of fiscal year 2025. The ALS Rescue Unit shall be comparable to the vehicle specified in Section 6.2 at the prevailing rate at the time of purchase. The current cost (2023) is approximately \$450,000. . DAVIE shall submit to RANCHES the invoice for the purchase of the unit and RANCHES shall remit payment in full to DAVIE no later than sixty (60) days upon receipt of the invoice. The ALS Rescue Unit shall be titled, insured, and maintained by DAVIE. Prior to January 1, 2031, DAVIE shall order a Fire Apparatus which shall be put in service to serve RANCHES no later than September 30, 2031. The Fire Apparatus shall be selected in good faith between Ranches and Davie, at the prevailing rate at the time of purchase. The current cost (2023) is approximately \$900,000 . DAVIE shall submit to RANCHES the invoice for the purchase and RANCHES shall remit payment in full to DAVIE no later than sixty (60) days upon receipt of the invoice. The Fire Apparatus shall be titled, insured, and maintained by DAVIE. Upon termination of this contract, or retirement of the vehicle(s) DAVIE shall transfer title of the ALS Rescue Unit and Fire Apparatus to RANCHES. Any physical items, technology, or equipment purchased by DAVIE and installed within the vehicle(s) not paid for by RANCHES, can be purchased by RANCHES at the then market value for such equipment, based on its age and condition. If RANCHES does not elect to purchase such items, DAVIE shall be permitted to remove said physical items, technology, or equipment purchased by DAVIE upon retirement of the vehicle(s) or termination of this Agreement.

4.3 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, subject to Article 10 for: (a) non-RANCHES sponsored events (b) Emergency Medical Services Standby Services; (c) Fire Protection Standby Services; (d) Fire & Life Safety Standby Services; (e) Non-RANCHES Special Event Permits; and (f) After Hour Inspection Services.
 - c. When applicable, DAVIE shall confirm that a RANCHES permit has been obtained prior to agreeing to provide such service. DAVIE will not need a permit to provide details to the RANCHES.
- 4.4 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.
- 4.5 DAVIE shall consult with RANCHES prior to performing an Extraordinary Investigation on behalf of Ranches. In the event DAVIE performs an Extraordinary Investigation on behalf of RANCHES during the term of this Agreement, RANCHES shall fully reimburse DAVIE for the actual costs incurred in relation to the Extraordinary Investigation. DAVIE shall submit to RANCHES an invoice detailing the costs and RANCHES shall remit payment within sixty (60) days of receipt of the invoice. DAVIE shall support any efforts made by RANCHES to seek reimbursement for same.
- 4.6 At the start of each fiscal year during the term of this Agreement, Davie shall provide, for RANCHES execution , an application for Chapter 175 funds through the State of Florida. RANCHES shall remit all funding received to DAVIE within thirty (30) days of clearance of said funds.

ARTICLE 5

GENERAL EMERGENCY MEDICAL, FIRE PROTECTION, AND FIRE & LIFE SAFETY TERMS AND CONDITIONS

- 5.1 DAVIE and RANCHES shall abide by and perform all of their respective obligations set forth herein.
- 5.2 The consideration delineated herein has been determined based on present calls for service. In the event the RANCHES' annual call volume for emergency medical, fire protection, and fire & life safety significantly increases to a level that would require DAVIE to add and/or assign additional personnel to maintain the average response times delineated in Section 5.6, below, or should the level necessitate an increase in staffing, as reasonably determined by the two administrators, or enhanced or new programs be desired, such consideration may be increased to compensate DAVIE for the additional staffing. For purposes of this section, the term "significant increase" shall be an increase of greater than fifty (50) percent more than the current numbers for a (90) day period to warrant further discussion. The fifty (50) percent shall be determined by the average call volume taken within a ninety day (90) period. 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. If RANCHES experiences population growth greater than fifty (50) percent of the 2020 census during the term of this Agreement, this shall constitute a “significant population increase” and shall require additional staffing which costs shall be added to the monthly costs of this Agreement. The fifty (50) percent growth shall be calculated based upon the calculations published by the University of Florida Bureau of Economic and Business Research (BEBR) Population Program. If RANCHES experiences “significant construction growth” during the term of this Agreement, that triggers demand in excess of fifty (50) percent of the current call volume, additional staffing shall be added to the monthly costs of this Agreement. If RANCHES does not agree to the staffing and cost increase RANCHES may terminate this Agreement with three hundred and sixty five (365) day written notice of termination. At the time of this Agreement, RANCHES has disclosed that it intends to construct a 500,000 square feet industrial facility on its property adjacent to the Broward County landfill. Such development shall not be considered “significant construction growth.”

- 5.3 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 available as specifically stated herein, unless out on an emergency call, wherein backup units will be provided.
- 5.4 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, contiguous to RANCHES unless DAVIE is required to, pursuant to the Countywide Mutual Aid Agreement, Closest Unit Response (CUR) or unless agreed to in writing by both parties.
- 5.5 In the event RANCHES becomes dissatisfied with the performance of DAVIE’s personnel, RANCHES shall provide written notification to the DAVIE Administrator. Thereafter, representatives from RANCHES and DAVIE will meet to discuss possible remedies to resolve the applicable issues to the satisfaction of both parties. If resolution does not occur, either party reserves the right to request removal of that personnel from RANCHES.
- 5.6 Response times are a critical element to this Agreement. As such, by September 30th of each calendar year the Ranches Administrator and Davie Administrator shall meet in good faith to review maximum average response times for all fire protection and rescue/EMS dispatch calls, which shall be in strict accordance with industry standards. In the event that it is determined that response times, in accordance with industry standards, are not feasible, both parties shall immediately meet in good faith to determine how response times can be improved. The response time will be measured from the time DAVIE is notified, 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 to emergency calls. 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.

- 5.7 At the end of every month DAVIE shall supply to RANCHES a monthly report in the format generated per the Records Management System. 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, in 5.6, 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, which may include recommending additional apparatus and/or staffing. DAVIE further agrees that if it fails to diligently work to correct monthly response time, upon the occurrence of a second fiscal year quarter failure to meet the monthly response time within the same fiscal year that RANCHES may terminate this Agreement upon three hundred and sixty five (365) day written notice of termination.
- 5.8 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.
- 5.9 DAVIE shall provide the RANCHES with staffing as delineated herein.
- 5.10 In the event DAVIE elects to or is forced to based upon industry regulations increase staffing per apparatus, RANCHES and DAVIE shall meet with good faith discussions to discuss amending this AGREEMENT to account for the additional staffing per apparatus.

ARTICLE 6

DELIVERY OF EMERGENCY MEDICAL & FIRE PROTECTION SERVICES

- 6.1 DAVIE shall provide at the RANCHES' Fire Station: one (1) ALS rescue transport, unit medium duty, Type I (KKK) ambulance, and one (1) ALS, Type I Class A pumper with a tank capacity of at least 1,000 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 the geographical area of RANCHES and may be utilized to provide DAVIE with backup emergency response.
- 6.2 DAVIE shall provide at Davie Station 91: one (1) ALS rescue transport unit, medium duty, Type I (KKK) ambulance, and one (1) ALS, Type I Class A pumper with a tank capacity of at least 1,000 gallons to provide emergency medical and fire services. DAVIE currently has newer ALS, Type I Class A pumpers with a tank capacity of at least 1,000 gallons. In the event that any of the ALS, Type I Class A pumpers with tank capacity of at least 1,000 gallons 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 or 112 until such time as the pumper (a minimum of 1,000 gallons) is placed back into service. For purposes of this provision, "temporarily inoperable" shall mean inoperable for no more than thirty (30) days. RANCHES may provide, with approval by the Davie Administrator and the Ranches Administrator, one vehicle to be housed outside of Davie Station 91. DAVIE's vehicles will serve, on a first-alarm basis the geographical area of RANCHES and DAVIE's

Ivanhoe Area and may be utilized to provide the rest of DAVIE with backup emergency response.

- 6.3 If RANCHES' Fire Station, and DAVIE Station 91, is left without vehicles or personnel due to a dispatch of an alarm, DAVIE will move up like kind vehicle(s), and personnel, as necessary to ensure that the fire zones are covered to respond to a call for service.
- 6.4 DAVIE will ensure that all vehicles listed 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 aside from those purchases stipulated in Section 4.2. RANCHES shall not have any additional costs for DAVIE vehicles and/or equipment replacement. If RANCHES purchases vehicles or equipment for use by DAVIE, the parties agree that DAVIE shall not have any financial obligations for such vehicles, except that DAVIE will agree, at its sole cost and expense, to fully maintain and insure, naming RANCHES as an additional insured, such vehicles as part of its fleet. Any physical items, technology, or equipment purchased by DAVIE and installed within RANCHES' vehicle(s) not paid for by RANCHES, can be purchased by RANCHES at the then market value for such equipment, based on its age and condition. If RANCHES does not elect to purchase such items, DAVIE shall be permitted to remove said physical items, technology, or equipment purchased by DAVIE upon retirement of the vehicle(s) or termination of this Agreement.
- 6.5 DAVIE shall provide staffing twenty four hours a day, seven days a week, in the minimum amount as follows:

RANCHES' Fire Station 112:

Personnel:

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

No later than April 1, 2027 DAVIE shall hire nine (9) Firefighters (with promotions of 4 Lieutenants), to serve RANCHES as specified in Section 4.1. No later than October 1, 2027 RANCHES Fire Station 112 shall be minimally staffed as follows:

Personnel:

- Two (2) company officer (Lieutenant or Captain) Firefighter Paramedic
- One (1) Driver Engineer Firefighter Paramedic
- Two (2) Firefighter Paramedic

Under the direction of DAVIE, RANCHES may supply RANCHES' Volunteers to supplement DAVIE's personnel, and to work on all calls. If RANCHES provides staffing it is contemplated that it would provide at least two (2) firefighters twenty four hours a day, seven days a week, but such amount is in the sole discretion of the RANCHES.

DAVIE Station 91

Personnel:

Two (2) company officer (Lieutenant or Captain) Firefighter Paramedics
One (1) Driver Engineer Firefighter Paramedic
Two (2) Firefighter Paramedics

- 6.6 All personnel servicing RANCHES shall meet industry standards and all standards set forth by DAVIE.
- 6.7 Except for fire protection and emergency medical services provided by the Volunteers, mutual aid responses, Countywide services, and maintenance of the RANCHES' dry hydrants 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.
- 6.8 DAVIE possesses and shall maintain throughout the term of the Agreement a Class 1 ALS Rescue Broward County 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. RANCHES must maintain their own State of Florida COPCN pursuant to rules 401.25, 64J-1.002 and 64J-1.003 FAC, as may be amended from time to time.
- 6.9 DAVIE shall provide emergency medical transportation for all patients requiring ALS/BLS transportation to an appropriate hospital emergency department and/or appropriate facility.
- 6.10 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.

ARTICLE 7

FIRE & LIFE SAFETY SERVICES

- 7.1 DAVIE, through properly certified personnel consistent with all applicable laws and codes, in municipality's sole discretion, shall provide fire & life safety services including the following at no further cost to RANCHES:

- a. Annual fire safety inspections of every non-residential establishment within the RANCHES, and group homes. DAVIE shall provide the RANCHES with records of such inspections within forty-five (45) days of completion of the inspection work;
- b. All non-residential, commercial and multi-family residences (3 or more units connected) and group home fire plan review and fire construction review;
- c. A RANCHES resident may request a residential fire safety assessment;
- d. Annual inspection, of dry hydrants (fire wells) within the RANCHES. DAVIE shall provide RANCHES with records of such inspections upon completion of each annual inspection/testing period prior to April 1 of each calendar year. DAVIE shall report to RANCHES, in writing, any dry 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;
- e. 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.

7.2 RANCHES shall provide DAVIE with the following additional compensation for all multi-family (three or greater dwelling units connected), non-residential, non-community facility, non-agricultural, and non-municipal structure fire plan review and fire permit inspection cost. RANCHES shall calculate the fire permit fee and the fire permit inspection costs based on DAVIE'S current fee schedule.

- a. All fire plan review and fire permit inspection costs for any project greater than Thirty Million Dollars (\$30,000,000): Within thirty (30) days upon RANCHES receipt of payment from the applicant, RANCHES shall remit to DAVIE an amount equal to sixty-five percent (65%) 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 permit inspection costs review for any project less than Thirty Million Dollars (\$30,000,000): 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.
- c. For the fire permit inspections delineated in sections (a) and (b) above, RANCHES shall invoice and shall collect the fee for such service and shall remit DAVIE's portion of such fee within thirty (30) days from the receipt of same.

7.3 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.

- 7.4 The parties acknowledge and agree that the RANCHES shall invoice, collect and retain, subject to Section 7.2 above, fees from property owners for fire plan review, fire permit inspection 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. If RANCHES experiences “significant population increase” or “significant construction growth” as defined in Section 5.2 then RANCHES and DAVIE shall have good faith discussions for the need to increase fire plan review and fire permit inspection staffing.

ARTICLE 8

EMERGENCY MEDICAL & FIRE PROTECTION COMMUNICATIONS

- 8.1 DAVIE agrees to request the Broward County Office of Regional Communication and Technology (ORCAT) 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 ORCAT dispatch services to the Volunteers shall be borne by RANCHES.
- 8.2 RANCHES may provide the Volunteers with compatible paging or utilize the ORCAT Firecom’s CAD program, to communicate call information to the RANCHES Administrator’s and to the Volunteer’s smart phone or other notification/communication equipment.
- 8.3 DAVIE will support RANCHES’ request that ORCAT notify Volunteers when a call is dispatched via paging, smart phone, or other similar notification/communication device.
- 8.4 RANCHES shall be responsible for any ORCAT required station alerting system for Station 112, and any other station that it may add now or in the future.

ARTICLE 9

VOLUNTEERS

- 9.1 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 support to emergency (basic life support) medical and fire protection services to the RANCHES. In addition to working directly with the Volunteers, which includes the fact that the Volunteers may be working on all calls, the Volunteers shall also be afforded the same training opportunities available to DAVIE fire and rescue personnel. The DAVIE Fire Chief, in consultation with RANCHES, shall determine the eligibility for Volunteer participation based on certification and training requirements. The cost of state certification and or renewal shall be borne by the individual Volunteer. RANCHES shall maintain their active Volunteer Fire Department Charter throughout this Agreement.

- 9.2 Prior to discarding any used equipment, provided that such used equipment is not rendered inoperable or expired, DAVIE may donate such used equipment that may be desired, to the Volunteers. The equipment donated is not warranted, not guaranteed, and not certified. Prior to any Volunteer receiving said donation, the Volunteer must sign a waiver prepared by DAVIE's legal department. RANCHES shall bear the costs to bring any equipment donated up to standards approved by the DAVIE Fire Chief.
- 9.3 The Volunteers and RANCHES may utilize DAVIE's vehicular maintenance services, but all costs for service/repairs on RANCHES and Volunteer Department vehicles, unless such vehicles are utilized by DAVIE, 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.
- 9.4 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 and investigation conclusion report given to the DAVIE Fire Chief within thirty (30) days. 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, the issue may be elevated to both Town Administrators or their designee for review and possible action.
- 9.5 RANCHES shall require all Volunteers to complete level 2 background checks (FBI and FDLE), polygraph, finger printing, drug testing, CDC required vaccinations (Hepatitis B, TB), Presidential Directive No. 5, National Incident Management System (NIMS), ICS: 100, 200, 700, 800, and physical examinations the results of which shall be made available to DAVIE for review within one hundred and twenty (120) days of the Volunteer being offered the position. DAVIE's Human Resources Director and Fire Chief, or designee, shall be the only authorized individuals to review said reports. RANCHES and Volunteers may utilize the testing services utilized by DAVIE, at DAVIE's rate. All testing services shall invoice RANCHES or the individual Volunteer directly for all services performed.
- 9.6 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. On the first business day of every month, RANCHES shall provide to DAVIE Fire Chief or designee a monthly report confirming that its active members are in compliance with the required items delineated in paragraph 9.5 above. Any RANCHES personnel not having or maintaining the required items listed in paragraph 9.5 above shall not be able to respond to calls until required items are completed and documentation provided to DAVIE.

ARTICLE 10

EMERGENCY MEDICAL & FIRE PROTECTION SPECIAL DETAILS

- 10.1 DAVIE shall provide fire rescue personnel, upon written request approved by RANCHES, 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.

- 10.2 As it relates to RANCHES sponsored events, DAVIE shall provide fire rescue personnel 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 fiscal year.
- 10.3 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 hiring party, and all costs for such detail services shall be borne by the hiring party and not the RANCHES. As delineated in Section 4.3(c) above, DAVIE shall confirm that a RANCHES permit has been obtained prior to agreeing to provide such service, excluding emergencies.
- 10.4 Unless agreed in writing by the RANCHES prior to the sponsored event, all Special Details for Non-RANCHES sponsored events shall be performed by off-duty personnel. VOLUNTEERS shall be given the first option to provide non-EMS, fire watch details related Special Details.

ARTICLE 11

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 12

CONTROL OF FIRE, EMERGENCY OR DISASTER SCENE

- 12.1 DAVIE shall have command of all fire rescue and emergency services incidents occurring in the Service Area.
- 12.2 DAVIE shall provide rapid assessment services with the RANCHES Volunteers during and after an emergency event such as a tropical storm, hurricane, or other natural or man-made disaster.
- 12.3 RANCHES shall provide an emergency management liaison to report to the DAVIE emergency Field Operations Center (FOC) in the event of emergency when the DAVIE FOC is activated to a level 1 or 2 and the emergency may or has already impacted the RANCHES.

ARTICLE 13

EMERGENCY MEDICAL & FIRE PROTECTION VEHICLES

- 13.1 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 at least 1,000 gallons

ALS Rescue Transport:

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

DAVIE Station 91:

Fire Apparatus:

One (1) ALS, Type I Class A pumper with a tank capacity of at least 1,000 gallons

ALS Rescue Transport:

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

- 13.2 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 with the vehicle manufacturer's specifications and recommendations. DAVIE will retain the vehicle maintenance records.
- 13.3 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.
- 13.4 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 relocated to provide supplemental coverage.

- 13.5 Each vehicle assigned to the RANCHES at station 112 shall prominently display on the vehicle's exterior, "Proudly Serving the Town of Southwest Ranches" in three (3) to four (4) inch lettering.

ARTICLE 14

RANCHES' FIRE STATION

- 14.1 Any modular structure or building that is owned by RANCHES' and utilized by DAVIE shall, at all times, be kept in accordance with industry standards for like kind structures. If any modular structure or building owned by RANCHES is deemed, upon consultation between the parties, to not be up to industry standards, RANCHES shall have an agreed upon reasonable time to rectify the deficiency. If at the end of the reasonable time period the deficiency is not rectified, DAVIE shall have the authority to rectify the deficiency and invoice RANCHES the cost for rectifying the deficiency. RANCHES shall have thirty (30) days upon receipt of said invoice to remit payment to DAVIE. DAVIE shall be responsible for all damages caused by DAVIE, and upon notice, shall be given a reasonable time to rectify the deficiency. If at the end of the reasonable time period the deficiency is not rectified, RANCHES shall have the authority to rectify the deficiency and invoice DAVIE the cost for rectifying the deficiency. DAVIE shall have thirty (30) days upon receipt of said invoice to remit payment to RANCHES.

RANCHES shall construct a new fire station which, absent a Force Majeure event as defined in Section 31.23, shall be in operation no later than April 1, 2028. The new fire station shall be constructed with reasonable access to Griffin Road in a location reasonably accepted by DAVIE. The fire station design shall be created in consultation with DAVIE.

- 14.2 RANCHES shall provide all janitorial supplies, maintenance, and repair services for the interior and exterior of any modular or building utilized by DAVIE to serve RANCHES in relation to this AGREEMENT. This 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.
- 14.3 RANCHES shall provide DAVIE with all utility services required for the fire station,

which shall include electric, water, telephone, basic cable, high speed internet service, which connects to DAVIE's system, trash and bio-waste collection.

ARTICLE 15

DELIVERY OF EMERGENCY MEDICAL, FIRE PROTECTION, AND FIRE & LIFE SAFETY REPORTING AND GRANT FUNDING

15.1 At the end of every month DAVIE shall supply to RANCHES a monthly report in the format generated per the Records Management System. Any such reports shall be HIPAA compliant.

15.2 RANCHES may request DAVIE to apply, on their behalf, for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant. In the event the SAFER Grant is awarded the funds received by DAVIE shall be used to offset the monthly payments associated with this Agreement. In addition, DAVIE shall provide RANCHES with application(s) for RANCHES execution seeking available grants and appropriations. In the event that DAVIE and DAVIE on behalf of RANCHES, apply for the SAFER grant in the same year, any SAFER Grant funding received shall be divided on a pro rata basis, based upon the grant amount sought by each party. Any funds received by RANCHES may be used to offset the monthly payments associated with this Agreement.

ARTICLE 16

DESCRIPTION OF POLICE SERVICES

16.1 DAVIE shall provide those services customarily rendered by municipal police departments, and those services required to be performed under applicable laws or RANCHES Ordinances.

16.2 The consideration delineated herein has been determined based on present calls for service. In the event the RANCHES' annual call volume for police services significantly increases to a level that would require DAVIE to add and/or assign additional personnel to maintain industry standard average response times, or should the level necessitate an increase in staffing, as reasonably determined by the two administrators, or enhanced or new programs be desired, such consideration may be increased to compensate DAVIE for the additional staffing. For purposes of this section, the term "significant increase" shall be an increase of greater than fifty (50) percent more than the current numbers for a (90) day period to warrant further discussion. The fifty (50) percent shall be determined by the average call volume taken within a ninety day (90) period. 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. If RANCHES experiences population growth greater than fifty (50) percent of the 2020 census during the term of this Agreement, this shall constitute a "significant population

increase” and shall require additional staffing which costs shall be added to the monthly costs of this Agreement. The fifty (50) percent growth shall be calculated based upon the calculations published by the University of Florida Bureau of Economic and Business Research (BEBR) Population Program. If RANCHES experiences “significant construction growth” during the term of this Agreement, that triggers demand in excess of fifty (50) percent of the current call volume, additional staffing shall be added to the monthly costs of this Agreement. If RANCHES does not agree to the staffing and cost increase RANCHES may terminate this Agreement with three hundred and sixty five (365) day written notice of termination. At the time of this Agreement, RANCHES has disclosed that it intends to construct a 500,000 square foot industrial facility on its property adjacent to the Broward County landfill. Such development shall not be considered “significant construction growth.”

- 16.3 DAVIE law enforcement services are comprised of direct services, indirect services, special detail services, and those services that all municipalities receive. Such services are generally described as follows:
- a. Direct Services - are those services that are provided by DAVIE Police Department employees assigned to the Service Area.
 - b. Indirect Services - are those DAVIE services that are centralized within DAVIE, but provide benefits throughout DAVIE and the RANCHES.
 - c. Special Detail Services - are those services offered by DAVIE pursuant to Florida Statutes, which authorizes DAVIE to administer a program that allows public and private entities to contract for the services of DAVIE Police Department employees during off-duty hours. All details must be approved by the DAVIE Police Chief and the Ranches Administrator. DAVIE Police Department employees assigned to RANCHES shall have right of first refusal for these special details. Such details are then open to any DAVIE Police Department employee qualified to work the prescribed detail.
 - d. Countywide Services – are those services that are funded by Broward County that are provided to all municipalities in Broward County.

16.4 DIRECT SERVICES:

The law enforcement services provided pursuant to this Interlocal Agreement are as follows:

- a. *Uniformed law enforcement patrol*

DAVIE will provide uniformed law enforcement patrol services to the RANCHES twenty-four (24) hours per day, seven (7) days a week, as specifically stated herein.

As previously stated, the Patrol Zones and the deployment schedule may be modified as necessary in order to address the ever-changing law enforcement needs of the RANCHES. Notwithstanding the aforementioned, the minimum coverage specified within this Interlocal Agreement shall be maintained.

DAVIE Police Department employees shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to DAVIE's response standards and protocols. DAVIE's response time in the RANCHES, on average, shall be in strict accordance with industry standards.

DAVIE shall provide vacation-house-check services and not less than once during each twenty-four (24) hour period for each resident of the RANCHES who registers for such service.

DAVIE Police Department employees shall engage in continuous community policing efforts in their Patrol Zones including meeting with residents and business owners.

b. Other Law Enforcement Services

In addition to uniformed law enforcement patrol service described above, DAVIE shall provide the following law enforcement services to the RANCHES:

1. DAVIE shall provide public education programs when applicable;
2. DAVIE shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives, non-code enforcement animal control and police criminal animal investigations) based on trends and statistics within the RANCHES. When deemed appropriate by the Chief of Police and approved by RANCHES Administrator.
3. Upon the approval of RANCHES, a DAVIE sworn Police Officer familiar with the Patrol Zone shall attend the monthly homeowner's association or official civic association meetings when requested. RANCHES shall provide reasonable notice of all such meetings. For purposes of this provision, an official civic association shall be an organization based in RANCHES and registered with the State of Florida.
4. A DAVIE Police Department employee shall attend all public meetings of the RANCHES including, but not limited to, Town Council meetings, workshops, and Code Enforcement meetings.
5. When specifically requested by RANCHES Administrator, a DAVIE Police Department employee will attend staff meetings.

16.5 INDIRECT SERVICES:

RANCHES indirectly receives the benefit of the following services associated with law enforcement by virtue of this Interlocal Agreement with DAVIE:

- a) Administration;
- b) Budget;
- c) Criminal Justice Institute
- d) Employee Assistance Program;
- e) Evidence;
- f) Finance;
- g) Fleet Control;
- h) Grants Management;
- i) Human Resources;

- j) Police Legal Advisor;
- k) Labor Relations;
- l) Media Relations & Public Relations
- m) Purchasing;
- n) Records;
- o) Recruitment;
- p) Selection and Assessment;
- q) Forfeitures and Recovery;
- r) Victim Services; and
- s) Any other services that meet the definition of Indirect Service as determined by DAVIE.

The costs of all of these indirect services are included within the consideration of this Interlocal Agreement.

16.6 TOWN SPONSORED EVENTS & SPECIAL DETAIL SERVICES

DAVIE shall provide security and traffic detail services to support special event activities occurring within the RANCHES in accordance with the DAVIE's Special Details Policies and Procedures. DAVIE shall cooperate with the RANCHES and follow RANCHES' procedures in the permitting of special events. RANCHES agrees to authorize DAVIE to act as the public safety representative for the special events. DAVIE agrees to provide special detail services to support six (6) days of RANCHES special events as part of the consideration of this Interlocal Agreement, provided that the special event is no more than eight (8) hours in duration, and is estimated to be less than five hundred (500) attendees at any one time. For all additional RANCHES special events, RANCHES may utilize DAVIE's special detail services at a rate not to exceed DAVIE's actual overtime cost for the provision of such special detail service. The DAVIE Police Chief and the Ranches Administrator shall consult to determine the number of officers needed for such special events.

As it relates to non-RANCHES sponsored events, all such requests for special detail services shall be approved by DAVIE's Police Chief and Ranches Administrator, and shall be submitted utilizing DAVIE's procedures and application for seeking special detail services. No special detail service shall be provided until DAVIE's Police Chief's and Ranches Administrator's approval has been obtained, excluding emergencies. After approval, any such special detail services for non-RANCHES special detail services shall be worked out directly between DAVIE and the non-RANCHES hiring party.

16.7 ADDITIONAL SERVICES

Upon the request of the Ranches Administrator and DAVIE's availability of resources, DAVIE agrees to provide such additional resources at a cost mutually agreed upon by the parties.

ARTICLE 17

POLICE STAFFING

- 17.1 All DAVIE Police Department employees shall be authorized to provide police services to the RANCHES. DAVIE's Police Chief shall assign additional DAVIE Police Department employees as may be necessary, from time to time, at DAVIE's Police Chief's sole discretion, in the same duty and care that DAVIE's Police Chief currently assigns DAVIE Police Department employees throughout DAVIE. RANCHES shall have full access to all of DAVIE's police services excluding code enforcement. All DAVIE Police Department employees assigned to the RANCHES shall be uniform officers, except the Detective, who if not in uniform shall still be identified as a DAVIE Police Department employee in conformance with Davie Police Policy. Notwithstanding the aforementioned, the following DAVIE Police Department employees shall be directly assigned to the RANCHES as a minimum staffing level:

Total Staffing: 15

1 Police Detective Certified in Animal Abuse/Neglect Investigation
14 Police Officers (of which 6 are shared); All Speed Certified within the first year of assignment to RANCHES.

Detective: RANCHES shall be assigned one (1) DAVIE Police Detective, who is certified in animal abuse and neglect investigations. The Detective shall serve as RANCHES direct liaison to DAVIE. The Detective shall be assigned an office within RANCHES Town Hall and shall assign priority to RANCHES investigations.

Patrol Officers: RANCHES shall be assigned fourteen (14) DAVIE Police Officers who have successfully completed probation with the Department (of which 6 are shared as further delineated herein). All Police Officers not already speed enforcement certified shall be speed certified as soon as training classes are available when assigned to RANCHES. All Police Officers must learn the RANCHES' topography, must show an understanding of the RANCHES' rural lifestyle, and must take a training course with the RANCHES' appropriate provider, at no cost to DAVIE, concerning large animal rescue.

- 17.2 **Patrol Zones.** The service area shall be divided into three (3) patrol zones, currently delineated as zones 41, 42, and 43, as specifically delineated in the zone configuration map, attached hereto and incorporated herein by reference, as Exhibit "A". Zone 41 will be a shared zone between DAVIE and RANCHES. The patrol zones shall be staffed as specifically delineated in the deployment schedule, attached hereto and incorporated herein by reference as Exhibit "B". Notwithstanding the aforementioned, DAVIE's Police Chief shall have the ability to modify the patrol zones and deployment schedule, if necessary based upon demand for service, crime trends, and what DAVIE Police Chief believes is in the best interest of the RANCHES. The RANCHES Administrator shall be advised of any deviations from the deployment schedule within twenty-four hours of same. Notwithstanding the aforementioned, at no time shall less than two (2) patrol officers be on duty within the RANCHES at any time.

- 17.3 **Minimum Staffing.** With the exception of DAVIE Police Department employees being called upon to render mutual aid or in progress (fresh pursuit) investigations, DAVIE will provide RANCHES with the minimum number of DAVIE Police Department employees indicated in Section 17. 2 above, and as delineated in Exhibit "B", at all times, regardless of transferring detainees, sick

days, training days, vacation days, holidays and the like. DAVIE shall be required to backfill such DAVIE Police Department employees, as may be necessary, to ensure the minimum staffing as specifically contained herein.

- 17.4 **Employment Standards.** DAVIE shall be responsible for setting employment standards (i.e. hiring, discipline, training) for DAVIE Police Department employees consistent with DAVIE's agency standards. DAVIE is committed to providing RANCHES with highly skilled law enforcement personnel to provide police services to the RANCHES, in the same manner as provided to DAVIE.
- 17.5 **Employment Responsibilities.** All DAVIE Police Department employees shall be and shall remain DAVIE Police Department employees, and such DAVIE Police Department employees shall not be considered employees of the RANCHES for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, RANCHES shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workmen's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any DAVIE Police Department employee whatsoever, arising out of DAVIE's employment of such persons and such persons' performance of services to RANCHES. RANCHES and DAVIE understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the RANCHES to DAVIE.
- 17.6 **Transfers — DAVIE's Rights.** DAVIE shall have the right to transfer any DAVIE Police Department employee out of the RANCHES, for the following reasons:
- a. A DAVIE Police Department employee requests a transfer or to accept a promotion or special assignment which has been offered to the DAVIE Police Department employee.
 - b. Disciplinary reasons.
 - c. Failure of a DAVIE Police Department employee to meet DAVIE's performance standards.

Consultation with the RANCHES Administrator shall be required for the transfer of a DAVIE Police Department employee for any reason not stated above.

- 17.7 **Transfers — RANCHES Right.** RANCHES Administrator shall have the right to request the transfer of a DAVIE Police Department employee out of the RANCHES, which shall not be arbitrary or capricious and shall be in compliance with DAVIE's FOP Contract. The request must be sent to the DAVIE Police Chief in writing, copying DAVIE's Town Administrator, setting forth the name of the employee, and the reason for the request. The request must be approved in writing by DAVIE, however such approval shall not be unreasonably withheld. If DAVIE approves the transfer, the DAVIE Police Department employee will be transferred out of the service area as soon as reasonably possible, which will be based upon many factors including, but not limited to, DAVIE having a vacant position elsewhere within the agency to place the transferred employee, that matches the qualifications of the employee and the requirements of the position.
- 17.8 **Replacements.** If a DAVIE Police Department employee is transferred out of the service area, a replacement will be made in consultation with the RANCHES Administrator prior

to the transfer of the DAVIE Police Department employee.

- 17.9 **Staffing Continuity.** DAVIE and RANCHES recognize the importance of combining the efforts and resources of DAVIE, RANCHES, and the community, in order to have a positive impact on reducing neighborhood crime, helping to reduce any community's fears regarding crime, and enhancing the quality of life throughout the RANCHES. It is further recognized that such a collaborative effort requires law enforcement personnel to have knowledge of the community. In furtherance of such objective, DAVIE will help to make every reasonable effort to maintain the continuity of DAVIE Police Department employees assigned to RANCHES, subject to the transfer provisions set forth herein.
- 17.10 **Education.** The parties acknowledge the importance of the DAVIE Police Department employees' knowledge of the general make-up of the RANCHES, its geographic areas, its Code of Ordinances, and its previous criminal activity. DAVIE shall offer appropriate continuing education to assure that all DAVIE Police Department employees are acquainted with the RANCHES' general make-up, geographic areas, the RANCHES' Code of Ordinances, and its previous criminal activity. Upon enactment, the RANCHES shall forward to the assigned Detective a copy of new ordinances for training and enforcement purposes. RANCHES shall assist DAVIE with this training.
- 17.11 All assigned DAVIE Police Department employees shall have an in-depth knowledge of all streets, roads, addresses, 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, and geographical conditions in the RANCHES.

ARTICLE 18

ASSIGNMENT OF POLICE POWERS

RANCHES does hereby vest in each sworn DAVIE Police Department employee the police powers of the RANCHES, which are necessary to implement and to carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn DAVIE Police Department employees. Each sworn DAVIE Police Department employee so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the RANCHES while performing such law enforcement services. Accordingly, such sworn DAVIE Police Department employees are hereby vested with the power to enforce the Ordinances of the RANCHES, to make arrests incident thereof, and to do such other things and to perform such other acts as are necessary with respect thereto.

ARTICLE 19

QUARTERLY GOALS AND OBJECTIVES

- 19.1 On a quarterly basis (on or about October 1st and January 1st, April 1st, and July 1st) or as requested by the Ranches Town Administrator, the DAVIE Police Chief and the DAVIE Administrator shall meet with the Ranches Administrator to discuss law enforcement activities within the RANCHES occurring during the previous three (3) month period. At such meeting, DAVIE may present the Ranches Administrator with any of the following information that may be requested:

- a. Calls for service by time of day, geographic location, date and type of call;
 - b. Reported incidents, criminal and non-criminal;
 - c. Number and types of arrests;
 - d. Traffic crashes;
 - e. Traffic citations;
 - f. Forfeitures and Recoveries
 - g. Staffing and Transfers;
 - h. Grant Review;
 - i. Community Policing Initiatives;
 - j. Response time reports, citizen complaints and their status/disposition;
 - k. Any additional information requested by the Ranches Administrator.
- 19.2 Based upon the information presented by DAVIE to the Ranches Administrator, the DAVIE Police Chief, DAVIE Administrator, and the Ranches Administrator, will review the law enforcement goals and objectives of the RANCHES, and the general strategies to achieve such goals and objectives. Thereafter, DAVIE will develop and will implement operational initiatives to further such goals and objectives.
- 19.3 Davie Police Department staffing shall be in strict accordance with the terms and conditions of this Agreement.

ARTICLE 20

POLICE REPORTS

- 20.1 In recognition of the RANCHES's need to be informed of DAVIE's activities in RANCHES, DAVIE's Police Chief and the Ranches Administrator will develop a mutually agreed upon reporting format(s) and reporting period(s), whereby DAVIE will report its activities within the RANCHES to the RANCHES. At any time during the term of this Interlocal Agreement, the Ranches Administrator shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).
- 20.2 DAVIE shall provide to RANCHES by June 30th of each fiscal year, a report on DAVIE's performance in light of the established goals and objectives. The format and content of the Annual Report made to the RANCHES by DAVIE will be mutually agreed upon by DAVIE and the Ranches Administrator.

ARTICLE 21

POLICE VEHICLES

- 21.1 Subject to availability, DAVIE shall utilize a minimum of fourteen (14) police vehicles for all assigned patrol officers in the Service Area. Each patrol vehicle shall prominently display on the vehicle's exterior, the legend of the RANCHES name in three (3) to six (6) inch lettering and the RANCHES' official logo.

- 21.2 DAVIE shall be responsible for equipping all vehicles with all necessary equipment, except said vehicles discussed in Article 22, to provide all of the police services specified herein. DAVIE shall determine all of the necessary equipment for the vehicles and DAVIE shall be responsible for the maintenance of such equipment.
- 21.3 DAVIE, at DAVIE's sole cost and expense, shall be responsible for the insurance and maintenance of all vehicles, including fuel and other fluids as long as said vehicles are titled in the name of DAVIE. DAVIE will maintain all vehicles in accordance with the vehicle manufacturer's specifications and recommendations. DAVIE shall maintain the vehicle maintenance records.
- 21.4 All patrol vehicles shall be trackable, equipped with Automated Vehicle Locator (AVL) and such information shall be made reasonably available to RANCHES.

ARTICLE 22

POLICE VEHICLE & EQUIPMENT TRANSFER

- 22.1 At the start of each fiscal year, RANCHES shall purchase up to two new and equipped police vehicles for use by DAVIE to patrol RANCHES, based upon the DAVIE's standard evaluation of RANCHES' vehicles. The vehicle type, specifications, and equipment shall be decided by the DAVIE ADMINISTRATOR to remain consistent with DAVIE's current police fleet of vehicles. These vehicles shall be purchased by DAVIE, who then shall provide RANCHES with the receipt for reimbursement. Reimbursement shall be provided to DAVIE no later than sixty (60) days from written provided proof of payment.
- 22.2 DAVIE shall provide RANCHES, a confirmation inventory, within ninety (90) days of the Effective Date, delineating all vehicles and equipment supplied to DAVIE by RANCHES.
- 22.3 Title to all vehicles and equipment supplied to DAVIE by RANCHES, including any vehicles and equipment purchased by RANCHES during the course of this Interlocal Agreement, shall reside with Davie until the conclusion of this Interlocal Agreement.
- 22.4 No later than June 30th of each fiscal year, DAVIE shall supply RANCHES with an updated list of all vehicles and equipment supplied by RANCHES to DAVIE.
- 22.5 Upon the conclusion of this Interlocal Agreement, DAVIE shall tender to the RANCHES' then law enforcement provider, by Certificate of Title or Bill of Sale Absolute, all vehicles and equipment purchased by RANCHES over the course of this Interlocal Agreement that is still in service.
- 22.6 Upon replacement of a police vehicle that RANCHES has provided, RANCHES shall have the option to take the vehicle back or have DAVIE sell the vehicle at auction and distribute to RANCHES the proceeds. In the event that RANCHES chooses to have DAVIE sell the vehicle at auction, DAVIE shall remit the proceeds to RANCHES no later than ninety (90) days from the date of auction.

ARTICLE 23

RANCHES POLICE HEADQUARTERS

- 23.1 RANCHES Town Hall, or an alternative location supplied by RANCHES, shall serve as the RANCHES Police Headquarters.
- 23.2 All meetings, if any, of DAVIE Police Department employees assigned to RANCHES shall take place at the RANCHES Police Headquarters excluding roll call, any briefings or trainings called by the DAVIE Police Department.
- 23.3 Upon the expiration or earlier termination of this Interlocal Agreement, DAVIE shall surrender possession of the space that is provided, and all RANCHES-owned furnishing and RANCHES-owned equipment, to the RANCHES.

ARTICLE 24

FINES, FORFEITURES, REVENUES: PAYMENT

- 24.1 RANCHES, at its sole option, may utilize its own legal counsel, in any fine or forfeiture proceedings.
- 24.2 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the RANCHES pursuant to Florida Statutes, Section 943.25, shall be expended by DAVIE for law enforcement education.
- 24.3 All grant funds, miscellaneous revenues, or any other monies or things of value that the RANCHES receives or may hereinafter receive in connection with law enforcement activities shall remain property of RANCHES, or if it is required to be insured or maintained by DAVIE, shall be conveyed to DAVIE and shall be added to the inventory list of items that will be transferred to RANCHES at the conclusion of this Interlocal Agreement.
- 24.4 DAVIE and RANCHES do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the RANCHES' right to the disposition of fines and forfeitures to which the RANCHES would be entitled, pursuant to Florida Statutes, Section 316.660, as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the RANCHES would otherwise be entitled, except as limited herein. In accordance with Florida Statutes, Section 316.660, as may be amended from time to time, DAVIE's Police Chief shall make a recommendation to the RANCHES Council concerning the disposition of fines and forfeitures. Upon the approval of the RANCHES Council, said funds and forfeitures shall be utilized by DAVIE for law enforcement purposes within the Service Area.
- 24.5 Subject to the provisions of Section 24.6, the parties agree that any currency, any real property, or any personal property seized within the RANCHES, pursuant to this Interlocal Agreement and Chapter 932, Florida Statutes, as may be amended from time to time, and subsequently forfeited, shall be divided in the following manner: sixty (60) percent deposited into the RANCHES' Law Enforcement Trust Fund. Said funds shall always remain in the ownership of the RANCHES and DAVIE shall not have any right to ownership of such funds. Said funds shall be earmarked for use within the RANCHES, upon approval of the RANCHES, and the DAVIE Police Chief as required

in accordance with Chapter 932, Florida Statutes. The remaining forty (40) percent shall be deposited into the DAVIE Law Enforcement Trust Fund. Said funds shall become the property of DAVIE and RANCHES shall not have any right to ownership of such funds. DAVIE shall utilize these funds in accordance with Chapter 932, Florida Statutes.

- 24.6 DAVIE's Police Chief and DAVIE's Administrator shall meet at least annually with Ranches Administrator to discuss the utilization of any funds seized, in accordance with Section 932.7055 (4), Florida Statutes. The Davie Chief of Police may request the expenditure of RANCHES LETF funds for appropriate programs, enforcement activities, training, donations, etc. in accordance with FS § 932 as long as those funds are for use within RANCHES.
- 24.7 DAVIE shall, on an annual basis, supply the RANCHES with a written report of the above-described fines and forfeitures. Such report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, such report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to RANCHES within ten (10) days of the ultimate adjudication with regard to the seizure of such property.

ARTICLE 25

TOWING

DAVIE shall use the selected RANCHES vendor for all vehicle removal needs when required to remove damaged, stolen, abandoned, and inoperable vehicles from all public roadways and properties within the Service Area. DAVIE shall also use RANCHES selected towing company for towing of vehicles seized for forfeiture.

ARTICLE 26

TERMINATION

- 26.1 This Agreement may be terminated only as provided for herein unless otherwise agreed upon in writing by the parties.
- 26.2 In the event that one party to this agreement files litigation against the other party, the parties agree to follow Florida Statute Chapter 164, which requires that the litigation be abated in order for the parties to negotiate for conflict resolution under the Florida Government Conflict Resolution Act. During this process, the parties agree that regardless of the outcome no attorney's fees will be assessed against the opposite party and each side will bear their own attorney's fees. If the conflict between the two municipalities is not resolved, the litigation will resume and Article 26.3 and 31.8 of this agreement shall be in force and effect.
- 26.3 In the event that either party hereto materially defaults in the performance of any of its duties or obligations hereunder, including but not limited to the performance standards contained herein, 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.

ARTICLE 27

TRANSITION

- 27.1 In the event of the termination or expiration of this Interlocal Agreement, DAVIE and RANCHES shall cooperate in good faith in order to effectuate a smooth and harmonious transition from DAVIE and to maintain during such period of transition the same high quality of police protection and fire rescue services otherwise afforded to the residents of the RANCHES pursuant to the terms hereof.
- 27.2 The parties agree that upon any termination or expiration of this Agreement, RANCHES may consider DAVIE personnel for positions within RANCHES.
- 27.3 In the event of termination, DAVIE shall render such aid, coordination, and cooperation as might be required for an expeditious and efficient termination of service.
- 27.4 Upon termination of this Interlocal Agreement, RANCHES shall have no obligation to pay DAVIE beyond the date of termination, except for services rendered prior to the termination date, or as specifically delineated herein.

ARTICLE 28

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. Then 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 material 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, may be 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 29

INSURANCE

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 and police policies and shall provide RANCHES with proper certificates 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 30

LIABILITY

- 30.1 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.
- 30.2 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 or omissions 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.
- 30.3 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 or omissions 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 31

MISCELLANEOUS

- 31.1 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.
- 31.2 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.
- 31.3 Assignment: Unless specifically specified otherwise herein, 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.
- 31.4 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.
- 31.5 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.

- 31.6 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.
- 31.7 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 settled by binding arbitration administered by the American Arbitration Association, and any judgement on an award can be entered in court having jurisdiction thereof.
- 31.8 Attorney's Fees: In the event of arbitration, after failing to settle any dispute under Florida Statute § 164, the Florida Governmental Conflict Resolution Act, the following shall apply; If any party fails to perform any of its obligations under this Agreement or if any dispute arises between the parties concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in any such dispute, as the case may be, shall pay any and all costs and expenses incurred by any other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorney's fees and disbursements. Any such attorney's fees and other expenses incurred by any party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorney's fee obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.
- 31.9 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 must 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.
- 31.10 Emergency Management: RANCHES shall provide one (1) Emergency Management Liaison who shall be present at the Town of Davie Emergency Field Operation Center upon any Emergency Operation Center activation of level 2 or higher.
- 31.11 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by any overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties

designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR DAVIE:

Davie Administrator
Richard J. Lemack, Town Administrator
8800 SW 36th Street
Davie, FL 33328

FOR RANCHES

Ranches Administrator
Andy Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

with a copy to:

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

with a copy to:

Keith M. Poliakoff, Esq.
200 S. Andrews Avenue Unit 601
Fort Lauderdale, FL 33301

- 31.12 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.
- 31.13 Third Party Beneficiaries: 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.
- 31.14 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.
- 31.15 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.

- 31.16 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.
- 31.17 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 31 of this Agreement shall prevail and be given effect.
- 31.18 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.
- 31.19 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.
- 31.20 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.
- 31.21 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.
- 31.22 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 affect 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. RANCHES agrees to consult with the DAVIE POLICE CHIEF and the DAVIE FIRE CHIEF regarding road closures or other traffic controls that may affect response times. The final decision on such matters shall remain with RANCHES.

- 31.23 Force Majeure: In the event of an act of God, hurricane, flood, tornado, tropical storm, one hundred 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.
- 31.24 Entire Agreement: This Agreement constitutes the final, complete, and exclusive Agreement and understanding between the Parties. The Parties acknowledge that there are no representations, agreements, or understandings relating to this matter, other than those expressly contained in this Agreement. This Agreement shall supersede all prior oral or written agreements or representations between the Parties hereto pertaining to the within subject matter.

AGREEMENT BETWEEN TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES

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 ____ day of _____, 2023, and RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the ____ day of _____, 2023.

TOWN OF DAVIE

By _____
Judy Paul, Mayor

_____ day of _____, 2023

Approved as to form:

By _____
Allan T. Weinthal, Esq.
Town Attorney

AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES

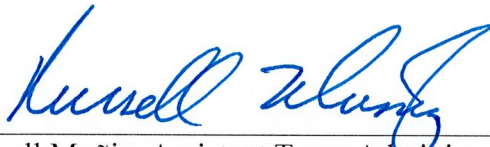
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the _____ day of _____, 2023, and RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the 10th day of August, 2023.

TOWN OF SOUTHWEST RANCHES

By  _____
Steve Breitkreuz, Mayor

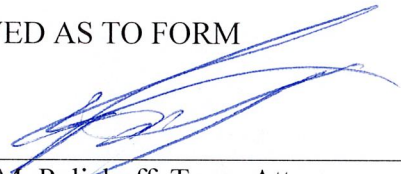
10th day of August, 2023

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM

By  _____
Keith M. Poliakoff, Town Attorney