

# Southwest Ranches Town Council REGULAR MEETING

Agenda of September 15, 2025

Southwest Ranches Council Chambers 7:30 PM Monday

13400 Griffin Road Southwest Ranches, FL 33330

Mayor Steve Breitkreuz Vice Mayor Bob Hartmann Town Council
Jim Allbritton
David S. Kuczenski,
Esq.
Gary Jablonski

Town Administrator
Russell C. Muniz, MBA, MPA

Town Financial

Administrator

Emil C. Lopez, CPM

Town Attorney
Keith M. Poliakoff, J.D.

Town Clerk
Debra M. Ruesga

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

- 1. Call to Order/Roll Call
- 2. Pledge of Allegiance

#### **Presentations**

- 3. Proclamation Hispanic Heritage Month September 15 October 15, 2025
- 4. Public Comment
  - All Speakers are limited to 3 minutes.
  - Public Comment will last for 30 minutes.
  - All comments must be on non-agenda items.
  - All Speakers must fill out a request card prior to speaking.
  - All Speakers must state first name, last name, and mailing address.
  - Speakers will be called in the order the request cards were received.
  - Request cards will only be received until the first five minutes of public comment have concluded.
- 5. Board Reports
- 6. Council Member Comments
- 7. Legal Comments
- 8. Administration Comments

#### Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF PEMBROKE PINES PROVIDING WATER AND SEWER SERVICES TO 6903 HANCOCK ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN;

PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF PEMBROKE PINES; AND PROVIDING AN EFFECTIVE DATE.

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH CARLOS GRAVE DE PERALTA FOR POLICE CIVILIAN COORDINATOR SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

## **Discussion**

11. Discussion - Sheridan Street Widening Project - Mayor Breitkreuz

## 12. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

## **Proclamation**

## National Hispanic Heritage Month

WHEREAS, National Hispanic Heritage Month, known as "Mes de Herencia Hispana," is celebrated nationwide from September 15th through October 15th each year; and

WHEREAS, what began as Hispanic Heritage Week in 1968 was expanded by President Ronald Reagan in 1988 to a 30-day observance, encouraging all Americans to celebrate the contributions of Hispanic Americans to our nation's history, culture, and achievements; and

WHEREAS, September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18, respectively; and

WHEREAS, this year's theme, "Collective Heritage: Honoring the Past, Inspiring the Future", focuses on celebrating the deep cultural traditions and achievements of Hispanic communities while looking forward to the creativity and promise of future generations; and

WHEREAS, Hispanic Americans have made countless contributions to the growth and strength of our society in business, technology, arts, education, public service, and countless other fields, including those who serve as civil rights leaders, first responders, and military service members; and

WHEREAS, Hispanics comprise nearly half of the population of the Town of Southwest Ranches, and whose vibrant traditions have profoundly enriched our Town; and

WHEREAS, the Town of Southwest Ranches recognizes the significant contributions of Hispanic leaders and groups that exist to increase cultural awareness, education, enrichment and community engagement, helping the Town to continue to become more culturally diverse and welcoming for everyone; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Town Council of the Town of Southwest Ranches does hereby proclaim September 15th - October 15th, as National Hispanic Heritage Month and call its observance to all residents on this the 15th day of September, 2025.

Steve Breitkreuz, Mayor	

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Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall (954) 434-1490 Fax Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., Council
Member

Russell C. Muniz, MBA, MPA, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra M. Ruesga, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council

VIA: Russell Muñiz, Town Administrator

FROM: Emily Aceti, Community Services Manager

**DATE:** 9/15/2025

**SUBJECT:** 6903 Hancock Road Water and Sewer Agreement

#### Recommendation

Town Council consideration for a motion to approve the resolution.

## **Unanimous Vote of the Town Council Required?**

No

## **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

## **Background**

6903 Hancock Road Lending LLC ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 6903 Hancock Road. The Owner is desirous of obtaining water and sewer services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Pembroke Pines, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Pembroke Pines providing water and sewer services to 6903 Hancock Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

As a condition, and in consideration, of this Resolution being adopted, the Owner agrees that they shall solely be responsible for all costs of connecting to the water facilities from the City of Pembroke Pines, including all ongoing costs of water and maintenance of the utility connections.

## Fiscal Impact/Analysis

None.

## **Staff Contact:**

Rod Ley, P.E., Public Works Director

## **ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	9/3/2025	Resolution
Exhibit A - Agreement	8/21/2025	Agreement

#### RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF PEMBROKE PINES PROVIDING WATER AND SEWER SERVICES TO 6903 HANCOCK ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF PEMBROKE PINES; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** 6903 Hancock Road Lending LLC ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS,** Owner is desirous of obtaining water and sewer services for the property, however, water services are not available from the Town of Southwest Ranches; and

**WHEREAS,** the City of Pembroke Pines, a neighboring municipality, has capacity to provide this home with water and sewer services, and is willing to provide such services to the Owner; and

**WHEREAS,** the Owner is desirous of obtaining water and sewer services from the City of Pembroke Pines, and has requested the Town's consent for the connection; and

**WHEREAS,** the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

**WHEREAS,** Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Pembroke Pines, including all ongoing costs of water and maintenance of the utility connections.

# NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:

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

**Section 2:** The Town of Southwest Ranches, Florida hereby consents to the City of Pembroke Pines providing water and sewer services to 6903 Hancock Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

**Section 3.** A certified copy of this Resolution shall be provided to the City of Pembroke Pines.

**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	day of	<u>2025</u> on a m	otion by
and	d seconded by		
Breitkreuz Hartmann Allbritton Jablonski Kuczenski	_ _	Ayes Nays Absent Abstaining	
		Steve	e Breitkreuz, Mayor
Attest:			
Debra Ruesga, Town Clerk			
Approved as to Form and (	Correctness:		
Keith Poliakoff, Town Attor	rney		

## **WATER AND OR SEWER AGREEMENT**

FOR: 6903 HANCOCK TONO CENOTIFIC (JAME) HARRIMA)
(NAME OF OWNER)

LOCATION: 6903 HANGOCK TOM SOTTHWEST PONICHED FL

THIS AGREEMENT effective this 1 day of AVLUST, 2025, made and entered into by and between:

The Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and TAMES HAMSIMA, an individual with a property address of 6903 Hamsout 70, Southwest That West hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."

## WITNESSETH:

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water and sewer service from the City of Pembroke Pines for the PROPERTY; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on \_\_\_\_\_\_\_\_, 2025.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings of TOWN and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

#### **PART I - DEFINITIONS**

A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.

{00308483.3 3451-0000000}

Rev. 8-29-12

B. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.

#### **PART II. - MUTUAL COVENANTS**

## A. TOWN NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

TOWN shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY or water service lines within granted easements to utility provider pursuant to this Agreement.

#### B. <u>EFFECTIVE DATE</u>

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the Town Council Meeting at which it was approved.

## C. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition.

Service shall not commence on OWNER'S PROPERTY without the explicit written consent of the Town.

#### D. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion or this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

#### E. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by OWNER among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water systems upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water systems shall be deemed

conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

#### **PART III - NOTICE**

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

1201 NOTETH MARRIET STATES WILMINGTON, DELAWARE 1980]	T # 2300
FOR THE TOWN OF SOUTHWEST RA	NCHES

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

#### PART IV - ADDITIONAL PROVISIONS

#### A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed on the day and year indicated below:

STATE OF FLORIDA	)
COUNTY OF BROWARD	) \$8

	15 Harsma to me well known and known
acknowledged to and before me that	and who executed the foregoing instrument, and executed
said instrument for the purposes therein expr	ressed.
WITNESS my hand and office 20_25.	ial seal, this day of dufust, NOTARY PUBLIC STATE OF FLORIDA
My commission expires:	ι Ο /
Notary Public State of Florida Paula Villabonna My Commission HH 450714 Expires 10/6/2027	OWNER  BY: DATE: 2
STATE OF FLORIDA )	
COUNTY OF BROWARD )	
BEFORE ME personally appeared me to be the person(s) described in an acknowledged to and before me that for the purposes therein expressed.	to me well known and known to do who executed the foregoing instrument, and executed said instrument
WITNESS my hand and office	ial seal, this day of
20,	
My commission expires:	NOTARY PUBLIC STATE OF FLORIDA
Signed, sealed and delivered in the presence of:	THE TOWN OF SOUTHWEST RANCHES
ATTEST:	BY: MAYOR DATE:
TOWN CLERK	
Approved as to legal form:	
TOWN ATTORNEY	



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, Mayor Bob Hartmann, Vice Mayor Jim Allbritton, Council Member Gary Jablonski, Council Member David S. Kuczenski, Esq., Council Member

Russell C. Muniz, MBA, MPA, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra M. Ruesga, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council

VIA: Russell C. Muñiz, Town Administrator FROM: Russell C. Muñiz, Town Administrator

**DATE:** 9/15/2025

**SUBJECT:** Appointment of Civilian Police Coordinator

#### Recommendation

Town Council consideration for a motion to approve the resolution.

## **Unanimous Vote of the Town Council Required?**

No

## **Strategic Priorities**

A. Sound Governance

C. Reliable Public Safety

## **Background**

On June 8, 2017, pursuant to Resolution No. 2017-046, the Town of Davie ("Davie") and The Town of Southwest Ranches ("TOWN") entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services.

On April 12, 2018, pursuant to Resolution No. 2018-048, the Town amended the Agreement to eliminate Davie's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the Town to directly hire one Police Civilian Coordinator (P.C.C.).

On May 13, 2021, pursuant to Resolution No. 2021-052, the Town entered into an agreement with C Danner, LLC for P.C.C. services. Recently, the agreement between C Danner, LLC and the Town has been terminated. The Town Council would like to maintain its own P.C.C.

and it desires to enter into an agreement with Carlos Grave De Peralta to serve as the Town's new P.C.C., as an independent contractor.

## Fiscal Impact/Analysis

\$55,000 annually.

## **Staff Contact:**

Russell Muniz, Town Administrator

## **ATTACHMENTS:**

Description	Upload Date	Type
Resolution	9/3/2025	Resolution
Agreement	9/3/2025	Agreement
Resume	9/3/2025	Backup Material

## **RESOLUTION NO. 2025 - XXX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH CARLOS GRAVE DE PERALTA FOR POLICE CIVILIAN COORDINATOR SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** on June 8, 2017, pursuant to Resolution No. 2017-046, the Town of Davie ("Davie") and The Town of Southwest Ranches ("TOWN") entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

**WHEREAS,** on April 12, 2018, pursuant to Resolution No. 2018-048, the Town amended the Agreement to eliminate Davie's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the Town to directly hire one Police Civilian Coordinator (P.C.C.); and

**WHEREAS,** on May 13, 2021, pursuant to Resolution No. 2021-052, the Town entered into an agreement with C Danner, LLC for P.C.C. services; and

WHEREAS, C Danner, LLC has terminated its agreement with the Town; and

**WHEREAS,** the Town Council would like to maintain its own P.C.C. and it desires to enter into an agreement with Carlos Grave De Peralta to serve as the Town's new P.C.C., as an independent contractor.

# NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

**SECTION 1. ADOPTION OF RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Carlos Grave De Peralta for Police Civilian Coordinator Services.

**SECTION 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an 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 to effectuate the intent of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption. PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, this 15th day of September, 2025 on a motion by \_\_\_\_\_\_, seconded by Breitkreuz Ayes Nays Hartmann Allbritton Absent Jablonski Abstaining Kuczenski Steve Breitkreuz, Mayor Attest: Debra M. Ruesga, CMC, Town Clerk Approved as to Form and Correctness: Keith Poliakoff, Town Attorney 1001.071.2025

#### **AGREEMENT**

#### BETWEEN

#### CARLOS GRAVE DE PERALTA

And

## TOWN OF SOUTHWEST RANCHES

Providing for

### POLICE CIVILIAN COORDINATOR SERVICES

This Agreement is made by and between Carlos Grave De Peralta, an individual (hereinafter referred to as "GRAVE DE PERALTA"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, on June 8, 2017, pursuant to Resolution No. 2017-046, the Town of Davie ("Davie") and The Town of Southwest Ranches ("TOWN") entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

WHEREAS, on April 12, 2018, pursuant to Resolution No. 2018-048, the Town amended the Agreement to eliminate Davie's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the Town to directly hire one Police Civilian Coordinator (P.C.C.); and successful

WHEREAS, the Town Council would like to maintain its own P.C.C. and it desires to enter into an agreement with GRAVE DE PERALTA to serve as the Town's new P.C.C., as an independent contractor;

WHEREAS, GRAVE DE PERALTA and the TOWN desire to enter into an Agreement for the provision of Police Civilian Coordinator Services by GRAVE DE PERALTA under the terms and conditions set forth hereinafter;

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

## ARTICLE I BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for GRAVE DE PERALTA to provide Police Civilian Coordinator Services for the TOWN.
- 1.3 The TOWN and GRAVE DE PERALTA find that the method of delivery of Police Civilian Coordinator Services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

## ARTICLE 2 SCOPE OF SERVICES

- 2.1 GRAVE DE PERALTA agrees to provide Police Civilian Coordinator Services pursuant to Exhibit "A" attached (hereinafter referred to as "Scope of Services", "Services", or "Work").
- 2.2 TOWN hereby appoints GRAVE DE PERALTA for Police Civilian Coordinator Services and authorizes GRAVE DE PERALTA to perform the required duties, as requested by the TOWN, and as indicated in Exhibit "A" attached hereto and made a part thereof.
- 2.3 GRAVE DE PERALTA shall provide one P.C.C. to service the TOWN for a total of forty (40) hours per week. Any additional hours are required to be approved in writing by the Town Administrator prior to the work being performed.
- 2.4 GRAVE DE PERALTA shall be available upon request for staff support services and shall be available to attend meetings of the Town Council or its boards as directed in writing by the Town Administrator.
- 2.5 GRAVE DE PERALTA shall dress in a professional manner or in attire appropriate for work in various environments including in the office and occasionally outdoors with potential exposure to varying temperatures, inclement weather, and/or other adverse conditions according to the standards required for the position. GRAVE DE PERALTA's work attire shall be paid for by GRAVE DE PERALTA, and in accordance with the TOWN's dress code.

- 2.6 GRAVE DE PERALTA shall maintain daily office hours within Town Hall. Unless extended, reduced, or modified in writing by the Town Administrator, the office hours shall be between 8:30 a.m. to 5:30 p.m. Monday through Friday, excluding Town designated holidays.
- 2.7 Upon the prior written approval by the Town Administrator, GRAVE DE PERALTA may take fifteen (15) personal days off each year. During those days this position may be left unfilled. If the position is left unfilled for more than fifteen (15) days each year, the compensation set forth in Article 4 below shall be suspended and prorated accordingly.

## ARTICLE 3 TERM OF AGREEMENT

- 3.1 This Agreement shall become effective on September 29, 2025 (the Effective Date) and shall continue in full force and effect for sixty (60) months, with extensions to be approved by the TOWN and GRAVE DE PERALTA, unless earlier terminated in accordance with paragraph 3.2 hereof.
- 3.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by either party, with or without cause. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. Either party may terminate this Agreement upon providing sixty (60) days written notice. In the event that this Agreement is terminated, GRAVE DE PERALTA shall solely be paid for any work performed up to the date of termination and GRAVE DE PERALTA shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. GRAVE DE PERALTA specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than GRAVE DE PERALTA's sole right to be paid for any work performed up to the date this Agreement is terminated. Upon termination, GRAVE DE PERALTA shall immediately refrain from performing further work for the TOWN or incurring additional expenses.
- 3.3 In the event of termination or expiration of this Agreement, GRAVE DE PERALTA and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from GRAVE DE PERALTA to such other person or entity designated by the TOWN, who will assume Police Civilian Coordinator services, including the transfers to the TOWN of all files and records in possession of GRAVE DE PERALTA which relate to the TOWN.

## ARTICLE 4 COMPENSATION

- 4.1 GRAVE DE PERALTA shall provide Police Civilian Coordinator Services, as described in Exhibit "A", to the TOWN for an Annual Fee of Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00), which shall be paid in monthly installments in the amount of Four Thousand Five hundred and Eighty-Three Dollars and Thirty-Three Cents (\$4,583.33) with an annual increase, subject to budget approval of up to 4% based on performance, in accordance with the Town's internal payment processing quidelines. GRAVE DE PEALTA shall not receive an increase in compensation for the 2026 fiscal year. GRAVE DE PERALTA is serving as an independent contractor under a 1099 employment. As a result, GRAVE DE PERALTA shall not be entitled to any benefits offered to TOWN employees, including but not limited to, healthcare and retirement benefits. In addition, the TOWN is expressly capping its utilization of GRAVE DE PERALTA at forty (40) hours per week. Unless GRAVE DE PERALTA receives a signed document by the Town Administrator extending such hours, GRAVE DE PERALTA shall only be compensated for forty (40) hours of weekly service.
- 4.2 All other terms and conditions not modified herein shall remain in accordance with the Town's internal payment processing guidelines.
- 4.3 GRAVE DE PERALTA shall submit an invoice for its work performed by the tenth day of each month. TOWN and GRAVE DE PERALTA agree that payment will be provided within fifteen (15) business days of the Town's receipt and approval of an invoice in an acceptable form. Payment may be withheld for failure of GRAVE DE PERALTA to comply, in whole or in part, with any term, condition, or requirement of this Agreement. Payment shall be made in accordance with the Town's standard payment procedures. As previously stated, any work performed beyond the annual cap of \$55,000.00 shall require prior written approval from the Town Administrator and may be subject to Council approval.
- 4.4 Payment may be withheld for failure of GRAVE DE PERALTA to comply, in whole or in part, with any term, condition, or requirement of this Agreement.
- 4.5 Any monies which are the subject of a dispute regarding this Agreement, and which are not paid when claimed to be due, shall not be subject to interest.
- 4.6 TOWN and GRAVE DE PERALTA agree that the cost of miscellaneous supplies associated with the operational and procedural requirements of performing Police Civilian Coordinator Services for the TOWN shall be included in GRAVE DE PERALTA's compensation and shall not be billed separately to the TOWN. Such items include, but are not limited to, vehicle(s), clothing, general office supplies, computer equipment, cellular phone service, and the like.

# ARTICLE 5 INDEMNIFICATION, LIABILITY & INSURANCE

- 5.1 To the fullest extent permitted by law GRAVE DE PERALTA shall indemnify, and hold harmless the TOWN and the TOWN'S officers, agents, and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs at all tribunal levels, including but not limited to, the trial level and all appeals, to the extent caused by the malfeasance, negligence, recklessness, or wrongful misconduct of GRAVE DE PERALTA and persons employed or utilized by GRAVE DE PERALTA in the performance of the Work pursuant to this Agreement. TOWN and GRAVE DE PERALTA agree that 1% of the compensation due to GRAVE DE PERALTA from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for GRAVE DE PERALTA's agreement to indemnify TOWN and TOWN'S officers and employees as provided for in this paragraph. This specific consideration for GRAVE DE PERALTA's agreement to indemnify is already incorporated in the rate agreed to between TOWN and GRAVE DE PERALTA. GRAVE DE PERALTA agrees to be fully responsible for acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.
- 5.2 Without limiting any of the other obligations or liabilities of GRAVE DE PERALTA, GRAVE DE PERALTA shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by GRAVE DE PERALTA for the Work provided by GRAVE DE PERALTA pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance required by this Section shall also cover, if applicable, to all Work performed by GRAVE DE PERALTA's employees, independent contractors, subcontractors and/or subconsultants pursuant to this Agreement. This insurance shall be primary and other insurance of the TOWN shall not be contributory. The insurance coverages to be acquired and maintained by GRAVE DE PERALTA are as follows:
- 5.3 Comprehensive General Liability Insurance: GRAVE DE PERALTA to provide comprehensive general liability insurance with minimum limit of coverage of Two Hundred and Fifty Thousand Dollars (\$250,000) Dollars per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the

Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:

- (a) Premises and/or Operations;
- (b) Independent Contractors;
- (c) Broad Form Property;
- (d) Contractual;
- (e) Personal injury; and
- (f) Products/Completed; and
- (g) Errors and Omissions.
- 5.4 Automobile Liability Insurance, GRAVE DE PERALTA to provide automobile liability insurance to cover any auto with a limit of coverage of at least Two Hundred and Fifty Thousand (\$250,000) Dollars per occurrence.
- 5.5 GRAVE DE PERALTA shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by this Section. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days' notice prior to expiration or cancellation of said policy.
- 5.6 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least thirty (30) days prior to the date of their expiration.

## ARTICLE 6 RELATIONSHIP

- 6.1 GRAVE DE PERALTA shall perform all Work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. GRAVE DE PERALTA shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed hereunder by GRAVE DE PERALTA.
- 6.2 Neither GRAVE DE PERALTA nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

## ARTICLE 7 AUDIT RIGHT AND RETENTION OF RECORDS

7.1 TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of GRAVE DE PERALTA that are related to this Agreement. GRAVE DE PERALTA shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. GRAVE DE PERALTA shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to GRAVE DE PERALTA's records, GRAVE DE PERALTA shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by GRAVE DE PERALTA. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

# ARTICLE 8 REPORTS

8.1 On Monday of each week GRAVE DE PERALTA shall provide the Town Administrator, the Town Attorney, the Town Council, and the Town Clerk with a report delineating the prior week's activity. Said report shall be provided to the TOWN through an electronic medium, in a form and format acceptable by the Town Administrator.

# ARTICLE 9 SUBCONTRACTING

9.1 All substantive work to be performed pursuant to the terms of this Agreement shall be performed by GRAVE DE PERALTA. No work shall be subcontracted to other parties, firms, or individuals by GRAVE DE PERALTA.

## ARTICLE 10 OWNERSHIP RIGHTS

10.1 GRAVE DE PERALTA agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by GRAVE DE PERALTA pursuant to this Agreement shall be the property of TOWN, and GRAVE DE PERALTA hereby assigns all of that Documentation to TOWN.

## ARTICLE 11 NONDISCRIMINATION

- 11.1 GRAVE DE PERALTA shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. GRAVE DE PERALTA shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, GRAVE DE PERALTA shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
- 11.2 GRAVE DE PERALTA's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

## ARTICLE 12 ENTIRE AGREEMENT

12.1 This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

# ARTICLE 13 CONSTRUCTION

13.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

## ARTICLE 14 FURTHER ASSURANCES

14.1 TOWN and <u>GRAVE DE PERALTA</u> agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

## ARTICLE 15 COUNTERPARTS

15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

# ARTICLE 16 NO AMENDMENT OR WAIVER

16.1 This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement, prior to the initiation of any Work reflecting such change.

# ARTICLE 17 SEVERABILITY

17.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

# ARTICLE 18 PROFESSIONAL ASSURANCES

18.1 GRAVE DE PERALTA shall perform all services under this Agreement in accordance with the highest standard of care and shall exercise a reasonable degree of skill and care.

## ARTICLE 19 NOTICE

19.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

#### For TOWN:

Town of Southwest Ranches Russell Muñiz, Town Administrator 13400 Griffin Road Southwest Ranches, FL 33330

And

Keith M. Poliakoff, Esq. Government Law Group, LLP 200 S. Andrews Avenue Suite 601 Ft. Lauderdale, FL 33301

## For GRAVE DE PERALTA:

Carlos Grave De Peralta Address Not Public In Accordance With 119 Florida Statutes

## ARTICLE 20 RESOLUTION OF DISPUTES

- 20.1 To prevent litigation, it is agreed by the parties hereto that Town Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished under or, by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing and a copy furnished to GRAVE DE PERALTA within a reasonable time following submission to the TOWN of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.
- 20.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

# ARTICLE 21 APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL

21.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, GRAVE DE PERALTA AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

# ARTICLE 22 ENFORCEMENT; ATTORNEY'S FEES

22.1 The TOWN and GRAVE DE PERALTA are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and GRAVE DE PERALTA resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorney's fees and costs incurred at the trial level and on appeal.

# ARTICLE 23 REPRESENTATION OF AUTHORITY

23.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

## ARTICLE 24 SURVIVABILITY

24.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 14 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 20 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 21 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; and ARTICLE 22 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

## ARTICLE 25 COMPLIANCE WITH LAWS

25.1 GRAVE DE PERALTA shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

## ARTICLE 26 MISCELLANEOUS

- 26.1 Performance: GRAVE DE PERALTA represents that while performing the services required under this Agreement, they 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. At no time shall GRAVE DE PERALTA work independently for a resident of TOWN as it relates to the scope of services contained herein. GRAVE DE PERALTA shall be prohibited from filling out any paperwork for a member of the public, but shall direct the public to the proper governmental entity that could assist with same.
- 26.2 Materiality and Waiver of Breach: GRAVE DE PERALTA and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
  - Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 26.3 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.
  - The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened

legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

26.4 Public Records: The TOWN is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. GRAVE DE PERALTA acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that GRAVE DE PERALTA has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement, Volunteer shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

GRAVE DE PERALTA agrees to keep and maintain public records required by the Town to perform the service in GRAVE DE PERALTA's possession or control in connection with GRAVE DE PERALTA's performance under this Agreement, and upon the request from the TOWN's custodian of public records, to provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. GRAVE DE PERALTA shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the GRAVE DE PERALTA does not transfer the records to the TOWN.

Upon completion of the Agreement, GRAVE DE PERALTA agrees, at no cost to TOWN, to transfer to the TOWN all public records in possession of the GRAVE DE PERALTA or keep and maintain public records required by the TOWN to perform the service. If GRAVE DE PERALTA transfers all public records to the TOWN upon completion of the Agreement, GRAVE DE PERALTA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GRAVE DE PERALTA keeps and maintains public records upon completion of the Agreement, GRAVE DE PERALTA shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology system of the TOWN. GRAVE DE PERALTA's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Agreement by the TOWN.

- 26.5 Scrutinized Companies: Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Syria or Cuba.
- E-Verify: "E-Verify system" means an Internet-based system operated by the 26.6 United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches. Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.
- 26.7 Termination: Either Party may terminate this Agreement at any time, with or without cause, by providing written notice to the other Party. Upon termination, neither Party shall have any further obligations under this Agreement, except for obligations that expressly survive termination.

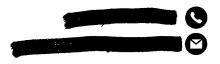
the respective dates under each signatu	s have made and executed this Agreement on ure: GRAVE DE PERALTA, and TOWN OF hrough its Mayor duly authorized to execute, 2025.
WITNESSES:	GRAVE DE PERALTA
	By: Carlos Grave De Peralta
	day of, 2025
	TOWN OF SOUTHWEST RANCHES
	By: Steve Breitkreuz, Mayor
ATTEST:	
Debra Ruesga, CMC Town Clerk	
APPROVED AS TO FORM:	
By: Keith M. Poliakoff, J.D Town Attorney	
1001.072.2025	

#### **EXHIBIT "A"**

## POLICE CIVILIAN COORDINATOR SERVICES

- 1. Handle walk-in police related issues
- 2. Answer basic law enforcement questions
- 3. Serve as a liaison between the residents and the Town of Davie Police Department
- 4. Provide weekly reports to the Town
- 5. Fingerprint services
- 6. Pull and print Town police reports
- 7. Assist Town at Board and Council Meetings, as needed
- 8. Coordinate Davie Police attendance at Council and Code Enforcement meetings
- 9. Route non-emergency calls for service placed to Town Hall
- 10. Operate Davie Police computer system, copiers, and other office equipment
- 11. Coordinate VIN identification with Davie Police Personnel
- 12. Respond to resident calls within twenty-four (24) business hours
- 13. Direct Police Personnel to parking concerns
- 14. Other duties that may be assigned by the TOWN from time to time
- 15. Position speed trailers at request of Town Administrator or designee
- 16. Position message trailers at request of Town Administrator or designee
- 17. Download and analyze data from Town radar speed signs
- 18. Assist with coordination of public safety training and policies and procedures
- 19. Coordination of security details for Town Meetings
- 20. Assist General Services Manager with coordination of Town Public Safety facilities maintenance.

## CARLOS **GRAVE DE PERALTA**



## **SUMMARY**

Dedicated retired police officer with 20 years of proven success in ensuring public safety and fostering community trust. Proficient in crisis intervention, emergency responses, and supervising, educating and training officers. Committed to applying leadership and problem solving skills during situations. Possess exceptional communication and interpersonal skills with a proven ability to work independently and as part of a team.

## **EDUCATION**

## United States Army-Quartermaster School

Petoleum Supply Specialist December 2000

## **Broward College-Police Academy**

State Certification- Police Officer October 2005

#### Miami Dade College

Bachelors in Public Safety Management August 2013

## SKILLS

- Proficient organizational and timemanagement abilities
- Outstanding communication and interpersonal skills
- Capability to work autonomously and collaboratively
- Attentive to detail and adept at managing multiple tasks concurrently
- Proficient in computer applications
- Expertise in crisis intervention and deescalation methods
- · Recruiting employees and staff
- · Fluent in both English and Spanish

## **CERTIFICATIONS**

- · Vehicle Identification Officer Workshop
- Field Training Officer Certificate
- · Interview and Interrogations Certificate
- Police Applicant Background Investigations
- Florida General Instructor Techniques

## PROFESSIONAL EXPERIENCE

#### **Police Officer**

City of Miami Police Department | 2008 - Present

- Conducted patrols in a designated City area using a radio cruiser car to maintain law and order, prevent and uncover crimes, and enforce traffic laws. Prepares reports, records and maintains daily activity log
- Conducted numerous background checks on both sworn and nonsworn employees
- Served as a police drill instructor, ensuring adherence to police academy regulations, monitoring recruits' progress, and upholding safety standards
- Engaged in bike patrols to assist residents and businesses, respond to calls, manage traffic, and address specific concerns like drug/alcohol violations, arson watch, and vehicle break-ins

#### **Police Officer**

City of Hialeah Police Department | 2005-2008

- · Prepares reports, records and maintains daily activity log
- At scene of crime administers first-aid, conducts preliminary investigations, gathers evidence, obtains witnesses, and makes arrests, testifies as witness in court
- Conducts accident investigations; interviews principals and witnesses; takes written statements; examines vehicles and roadways
- Knowledge of state statutes, local ordinances and departmental regulations governing search and seizure of property, arrest, and admissibility of evidence

#### **Petroleum Supply Specialist**

United States Army- Fort Hood | 2001- 2004

- Responsible for refueling all-terrain vehicles and equipment for the US Army
- Oversaw the reception, storage, and shipment of bulk or packaged petroleum-based products
- Conducted quality assurance procedures and managed the supply and storage of fuel from various sources.