

RESOLUTION NO. 2025-085

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.

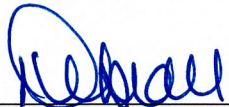
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, this 15th day of September, 2025 on a motion by C/m KUCZENSKI, seconded by C/m JABLONSKI.

Breitkreuz	<u>YES</u>
Hartmann	<u>YES</u>
Allbritton	<u>YES</u>
Jablonski	<u>YES</u>
Kuczenski	<u>YES</u>

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


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 guidelines. 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 GRAVE DE PERALTA 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

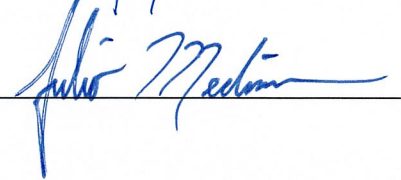
electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology system of the TOWN. GRAVE DE PERALTA's failure or refusal to comply with the provisions of this section shall result in the immediate termination 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.
- 26.6 E-Verify: "E-Verify system" means an Internet-based system operated by the 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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: GRAVE DE PERALTA, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 15th day of September, 2025.

WITNESSES:






GRAVE DE PERALTA

By: 

Carlos Grave De Peralta

15 day of September, 2025

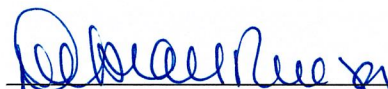
TOWN OF SOUTHWEST RANCHES

By: 

Steve Breitkreuz, Mayor

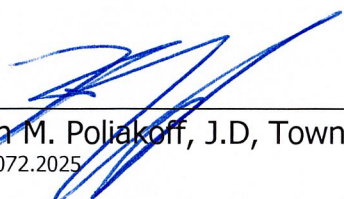
15 day of September, 2025

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.