

RESOLUTION NO. 2026 - 063

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

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

WHEREAS, on August 10, 2023, via Resolution 2023-066 the Town adopted an interlocal agreement, pursuant to 166.0495, Florida Statutes, whereby Davie would provide such public safety services to Ranches for a ten-year term commencing October 1, 2023; and

WHEREAS, Ranches and Davie are desirous of entering into the First Amendment to the Interlocal Agreement, to revise Section 14.1 of the Agreement in substantially the same form as that attached hereto as Exhibit "A", which includes the following:

- a) Increasing the number of days for Ranches to rectify any building deficiencies from 30 to 90 days;
- b) Increasing the number of days for Davie to rectify any damage caused by Davie from 30 to 90 days;
- c) Providing procedures for addressing any deficiency that affects the health, safety, and welfare of Dave firefighters;
- d) Requiring the Southwest Ranches Volunteer Fire Department to fully vacate the current fire station by October 1, 2027, with a \$500 a day penalty if Ranches fails to do so;
- e) Requiring Ranches to construct a new fire station which shall be in operation no later than April 1, 2029, with a \$500 a day penalty if Ranches fails to do so; and

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

WHEREAS, the Ranches and Davie believe that the First Amendment to the Interlocal Agreement, and terms and conditions stated therein, are mutually beneficial and that it is in the best interest of the public to enter into this Interlocal Agreement;

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

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

Section 2. The Town Council hereby approves the First Amendment to the Interlocal Agreement between the Town of Southwest Ranches and the Town of Davie for the delivery of public safety services, including emergency medical, fire protection, fire & life safety, and police services, in substantially the same form as that attached hereto as Exhibit "A".

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

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

{Signatures appear on the following page.}

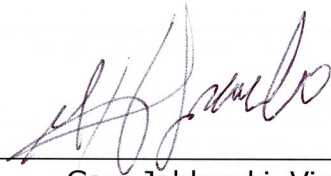
PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 13th day of August, 2026 on a motion by

Am Kuczynski and seconded by Am Hartmann.

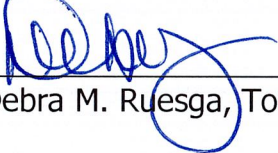
Breitkreuz	<u>ABSENT</u>
Jablonski	<u>yes</u>
Allbritton	<u>yes</u>
Hartmann	<u>yes</u>
Kuczynski	<u>yes</u>

Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>
Abstaining	<u> </u>



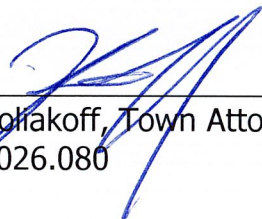
Gary Jablonski, Vice Mayor

Attest:



Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, Town Attorney
1001.2026.080

**FIRST AMENDMENT TO THE PUBLIC SAFETY SERVICES AGREEMENT BETWEEN THE
TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES**

This First Amendment to the Public Safety Services Agreement between the Town of Davie ("DAVIE") and the Town of Southwest Ranches ("RANCHES") is made and entered this ____ day of _____, 2026.

RECITALS

WHEREAS, on August 16, 2023 DAVIE and RANCHES entered into an Agreement for Public Safety Services ("Agreement");

WHEREAS, certain timetables within the Agreement need to be extended;

WHEREAS, both parties are desirous of amending the Agreement as follows:

TERMS AND CONDITIONS

1. The above recitals are true and correct and are incorporated herein.
2. Section 14.1 is hereby amended as follows:

Any modular structure or building that is owned by RANCHES' and utilized by DAVIE shall, at all times, be kept in accordance with industry standards for like kind structures. If any modular structure or building owned by RANCHES is deemed, upon consultation between the parties, to not be up to industry standards, RANCHES shall have ninety (90) days to rectify the deficiency. If at the end of the ninety (90) days, the deficiency is not rectified, DAVIE shall have the authority to rectify the deficiency and invoice RANCHES the cost for rectifying the deficiency. RANCHES shall have thirty (30) days upon receipt of said invoice to remit payment to DAVIE. DAVIE shall be responsible for all damages caused by DAVIE, and upon notice, shall be given ninety (90) days to rectify the deficiency. If at the end of the ninety (90) day period the deficiency is not rectified, RANCHES shall have the authority to rectify the deficiency and invoice DAVIE the cost for rectifying the deficiency. DAVIE shall have thirty (30) days upon receipt of said invoice to remit payment to RANCHES.

If the deficiency affects the health, safety, and welfare of DAVIE Firefighters, RANCHES Building Official shall meet with DAVIE Building Official within seven (7) days of notice, to inspect the deficiency. If both Building Officials determine the deficiency affects the health, safety, and welfare of DAVIE Firefighters, RANCHES shall rectify the deficiency within ninety (90) days if the cost is less than \$250,000. In the event the cost is greater than \$250,000

then RANCHES shall have one hundred and eighty (180) days to rectify the deficiency. In the event RANCHES Building Official and DAVIE Building Official disagrees on whether the deficiency affects the health, safety, and welfare of the DAVIE Firefighters, then the Parties shall retain a mutually agreed upon third party inspector, within fourteen (14) days. The third party inspector shall inspect the deficiency and submit a determination within fourteen (14) days of being retained. Both Parties agree the determination of the mutually agreed upon third party inspector shall be binding. The Parties shall split the costs of inspection evenly. RANCHES shall utilize its emergency procurement powers and rectify the deficiency if it is determined the deficiency affects the health, safety, and welfare of the DAVIE firefighters.

RANCHES Volunteers shall fully vacate the current modular structure owned by RANCHES but utilized by DAVIE, no later than October 1, 2027. For the purposes of this section, “fully vacate” shall mean the complete removal of all personnel, equipment, and personal property, and the relinquishment of any access or control, except for access reasonably necessary for service, inspection, repair, or maintenance of the modular structure. “Fully vacate” does not include the removal of fixtures, IT infrastructure, or the Fire Incident Alerting System.

In the event RANCHES Volunteers fail to fully vacate the current modular structure owned by RANCHES but utilized by DAVIE by October 1, 2027, RANCHES shall incur a \$500 per day penalty, which shall be remitted to the Town within thirty days upon incurrence of the penalty. Additionally, if RANCHES Volunteers fail to fully vacate the modular structure by October 1, 2027, DAVIE shall not be obligated to house, station, or assign such additional personnel at that location. In such event, DAVIE, may assign, station, deploy, house, or otherwise place the personnel that would have been placed in the modular structure at any location within DAVIE’s fire rescue system, as determined by DAVIE in its sole discretion. RANCHES acknowledges that in the event DAVIE personnel are moved out of the modular structure, due to RANCHES failure to timely vacate said structure, this may reduce or eliminate the call-response benefit of having personnel located at Fire Station 112 for RANCHES.

RANCHES shall construct a new fire station which, absent a Force Majeure event as defined in Section 31.23, shall be in operation no later than April 1, 2029. The new fire station shall be constructed with reasonable access to Griffin Road in a location reasonably accepted by DAVIE. The fire station design shall be created in consultation with DAVIE.

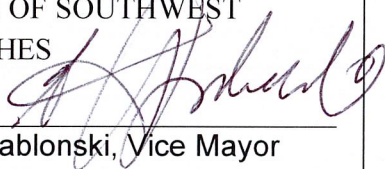
In the event the new fire station is not move in ready by April 1, 2029, RANCHES shall incur a \$500 per day penalty, which shall be remitted to the Town within thirty days upon incurrence of the penalty.

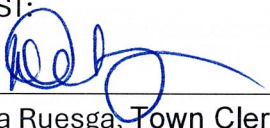
3. This First Amendment shall take effect upon execution by both parties.
4. Except as provided herein, the terms, conditions, and covenants of the Agreement shall remain in full force and effect.

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FIRST AMENDMENT TO THE PUBLIC SAFETY SERVICES AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES

IN WITNESS WHEREOF, the parties have made and executed this First Amendment on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the ____ day of _____, 2026, and RANCHES signing by and through its Mayor, duly authorized to execute same by Council action on the 13th day of August, 2026.

TOWN OF SOUTHWEST
RANCHES
By: 
Gary Jablonski, Vice Mayor
Date: 8-13-2024

ATTEST:
By: 
Debra Ruesga, Town Clerk

APPROVED AS TO FORM
By: 
Keith M. Poliakoff, Town Attorney
1001.2026.81

FIRST AMENDMENT TO THE PUBLIC SAFETY SERVICES AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES

IN WITNESS WHEREOF, the parties have made and executed this First Amendment on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the ____ day of _____, 2026, and RANCHES signing by and through its Mayor, duly authorized to execute same by Council action on the _____ day of _____, 2026.

TOWN OF DAVIE

By: _____
Judy Paul, Mayor

Date: _____

ATTEST:

By: _____
Evelyn Roig, Town Clerk

APPROVED AS TO FORM

By: _____
Allan Weinthal, Town Attorney