

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Donald DiPetrillo, Fire Chief
797-1213

SUBJECT: Resolution

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A PROPOSED INTERLOCAL AGREEMENT WITH THE CITY OF DANIA BEACH FOR JOINT COVERAGE, AUTOMATIC AND MUTUAL AID OF FIRE RESCUE SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

The purpose of the interlocal agreement between the Town and City of Dania Beach is to provide a mechanism for both Fire-Rescue Departments to assist each other in emergency operations when necessary.

The provision of joint coverage and automatic aid will directly improve response activities within the Town east of the Florida Turnpike. Town would reciprocate by serving areas east of State Road 441 in Dania Beach and along the I-595 corridor. City of Dania Beach will agenda resolution on Thursday, June 7th, 2001.

PREVIOUS ACTIONS: new

CONCURRENCES: n/a

FISCAL IMPACT: none

RECOMMENDATION(S): Motion to approve resolution

Attachment(s):

Resolution
Inter local Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A PROPOSED INTERLOCAL AGREEMENT WITH THE CITY OF DANIA BEACH FOR JOINT COVERAGE, AUTOMATIC AND MUTUAL AID OF FIRE RESCUE SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to enter into an agreement with each other to provide fire protection and other essential services; and

WHEREAS, the Town of Davie and City of Dania Beach desire to enter into an Inter local Agreement for joint coverage, automatic and mutual aid for fire rescue services; and

WHEREAS, the Town of Davie and City of Dania Beach have determined that it is mutually beneficial and in the best interest of the public to enter into this Inter local Agreement; and

WHEREAS, the Town of Davie has proposed an Agreement, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The appropriate Town officials are hereby authorized to execute the proposed Agreement between the Town of Davie and City of Dania Beach for fire rescue services, a copy of which is attached hereto as Exhibit "A", on behalf of the Town.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. If any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this resolution.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001

**Agreement
Between
Town of Davie
and
City of Dania Beach
Providing for the
Joint Coverage, Automatic and Mutual Aid
Of
Fire-Rescue Services**

ARTICLE I
BACKGROUND: PURPOSE AND INTENT AND DEFINITIONS

- 1.1 It is the purpose and intent of this agreement for the Town of Davie and the City of Dania Beach, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal.
- 1.2 The respective elected bodies of the Town of Davie and the City of Dania Beach find that mutual cooperation in the delivery of fire rescue services can best be accomplished within a cooperative, interlocal configuration. To further that cause, both Cities willingly enter into this cooperative Agreement which extends beyond the concept of mutual aid for fire and rescue services.
- 1.3 For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions set forth below are assumed to be true and correct and are agreed upon by the parties.
 - 1.3.1 Coverage: means the temporary relocation of apparatus and personnel to provide fire rescue services in a different Primary Response Zone from the Primary Response Zone in which the apparatus and personnel are normally located.
 - 1.3.2 Primary Response Zone: means a specific geographic area in which fire and/or rescue services are provided, which area does not require the relocation of apparatus and personnel.
- 1.4 For purposes of this Agreement, the Primary Response Zones to be covered by the Cities will be established and may be amended during the term of this agreement by mutual agreement in writing by the Fire Chief of the Town of Davie Fire-Rescue Department and the Fire Chief of the City of Dania Beach Fire-Rescue Department for purposes of improving response times and otherwise increasing the efficiency of services provided pursuant to this Agreement.
- 1.5 The Cities shall maintain current apparatus, equipment, and staffing levels within the jurisdictional limits of the Town of Davie and the City of Dania Beach.

ARTICLE 2
COVERAGE COMMITMENT

- 2.1 The Cities shall provide coverage in the event that either agency's response vehicles are engaged in fire, rescue, disaster, training activities or other circumstances beyond its respective control.
- 2.2 Coverage shall be automatic based upon written protocols mutually agreed upon by the Fire Chief of the Town of Davie Fire-Rescue Department and the Fire Chief of the City of Dania Beach Fire-Rescue Department.

**ARTICLE 3
NO INDEMNIFICATION**

- 3.1 The Cities shall each individually defend any action or proceeding brought against its respective agency arising in connection with this agreement and shall be individually responsible for all its own costs, attorneys fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.
- 3.2 Each party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes or actions arising out of or occurring during travel to or from its own emergency or disaster site or to or from an emergency or disaster site covered by this Agreement, and no indemnification or hold harmless agreement shall be in effect concerning such claims, demands, suits, actions, damages and causes of action.
- 3.3 Neither party hereto shall be deemed to have waived its sovereign immunity by entering into this Agreement.

**ARTICLE 4
TERMINATION**

- 4.1 This Agreement may be terminated upon sixty (60) days written notice given by either party as provided in Section 7.6 herein.
- 4.2 This Agreement shall be deemed automatically terminated and of no further force and effect if either City has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent.

**ARTICLE 5
DEFAULT**

- 5.1 If either City fails to perform or observe any of the material terms and conditions of this Agreement for a period often (10) days after receipt of written notice of such default from the other party, the party giving notice of default shall be entitled, at its option, but is not required, to terminate this Agreement. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained therein. This paragraph shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

**ARTICLE 6
TERM OF AGREEMENT**

- 6.1 The obligation to perform under this Agreement shall commence at a date mutually agreed upon in writing by the Fire Chief of the Town of Davie Fire-Rescue Department and the Fire Chief of the City of Dania Beach Fire-Rescue Department.

- 6.2 Unless terminated earlier as provided for hereinabove, the term of this Agreement shall be from the date of commencement as provided for in paragraph 6.1 above, to and including June 1, 2002. Thereafter, this Agreement shall be automatically renewed for three (3) additional one-year terms, unless either party notifies the other in writing, not later than four (4) months prior to the expiration of this Agreement or any renewal term of this Agreement, of its intent not to renew. Any renewal of this Agreement shall be set forth in a written amendment as provided for in paragraph 7.2 below.
- 6.3 In the event either City enters into a joint powers, consolidated service area, or interlocal agreement which includes additional parties, that agreement may supersede and provide for termination of this Agreement. Upon the effective date of such a new agreement with the other party, this Agreement may be deemed terminated and of no further force and effect.

ARTICLE 7 MISCELLANEOUS

- 7.1 **Joint Participation:** The preparation of this Agreement has been a joint effort of the parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.2 **Entire Agreement and Modification:** This Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein. No change, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document signed by the Fire Chiefs of the Town of Davie and the City of Dania Beach.
- 7.3 **Records:** Each City shall permit the other party to examine all records pertinent to this Agreement and grants to the other party, the right to audit any books, documents and papers that are generated during the term of this Agreement. The parties shall maintain the records, books, documents and papers associated with this Agreement for at least three (3) years following termination of this Agreement.
- 7.4 **Agreement Administration:** In the administration of this agreement as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Fire Chief, or designee, of the Town of Davie and the Fire Chief, or designee, of the City of Dania Beach.
- 7.5 **Recordation/Filing:** With the Office of the County Administrator of Broward County, Florida, as required by Section 163.01 (11), Florida Statutes.
- 7.6 **Notices:** Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for filing of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following at the respective places for giving notice.

FOR THE TOWN OF DAVIE

Fire Chief
Town of Davie Fire-Rescue Department
6901 Orange Drive
Davie, Florida 33314

FOR THE CITY OF DANIA BEACH

Fire Chief
City of Dania Beach Fire-Rescue Department
102 W. Dania Beach Boulevard
Dania Beach, Florida 33004

- 7.7 **Automatic Aid Agreements:** Both Cities acknowledge that any current automatic aid agreements with any other agency will continue in full force and effect notwithstanding execution and implementation of this Agreement.
- 7.8 **Third Party Beneficiaries:** Neither City intends to directly or substantially benefit a third party by this Agreement. Therefore, there are no third party beneficiaries to this Agreement, and no third party will be entitled to assert a claim against either party based upon this Agreement.
- 7.9 **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by either party without the written consent of the other party.
- 7.10 **Waiver of Breach and Materiality:** Failure by either party 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. 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.
- 7.11 **Compliance with Laws:** Both parties shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations related to this Agreement.
- 7.12 **Severance:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either party elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made and written notice shall be provided to the other party within thirty (30) days after the finding by the court become final.
- 7.13 **Applicable Law and Venue:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.
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7.14 **Multiple Originals:** Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

7.15 **C.O.N.:** Both Cities shall maintain, throughout the term of this Agreement, an ALS Rescue Certificate of Public Convenience and Necessity ("C.O.N.") from Broward County and an appropriate State of Florida license enabling each to provide advanced life support services, as well as, basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.

7.16 **Medical Director:** Both parties presently have and shall maintain, throughout the term of this Agreement and any renewal term, a Medical Director as required by Chapter 401, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officials on the day and year first below written.

WITNESS:

TOWN OF DAVIE, FLORIDA
By: _____
Mayor - Councilmember
____ day of _____, 2001

ATTEST:

Town Clerk

Town Administrator

APPROVED AS TO FORM AND CORRECTNESS
By: _____
Town Attorney

WITNESS:

CITY OF DANIA BEACH, FLORIDA,
By: _____
Mayor - Commissioner
____ day of _____, 2001

ATTEST:

Acting City Clerk

City Manager

APPROVED AS TO FORM AND CORRECTNESS
By: _____
City Attorney