

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council members

FROM/PHONE: Donald DiPetrillo, Fire Chief/EMC, 797-1213
Prepared by Frank Suriano, Assistant Chief, 797-1843

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 TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

This resolution approves an Interlocal agreement with the Town of Southwest Ranches for the purpose of having the Town of Davie continue to provide emergency medical and fire protection services for a portion of Southwest Ranches which is east of SW 172nd Avenue. The terms of the agreement include the Town of Davie providing comprehensive emergency medical and fire protection services to that portion of Southwest Ranches east of SW 172nd Avenue from Station 91 in Ivanhoe. Town of Southwest Ranches will pay \$378,851 for these services during the first fiscal year of 2005-2006. This fee would be paid in one lump sum. There is a provision to increase the cost by the amount of 5% per year beginning October 1, 2006 or the Consumer Price Index (CPI), whichever is greater. Beginning October 1, 2006, the amount will increase by 5.8% to \$400,824 as adjusted by the Consumer Price Index (CPI). The proposed term of the agreement is three (3) years with automatic one (1) year renewals for two (2) additional years. The agreement can be terminated or amended with nine (9) months notice by either party or if there is a breach as defined in Article 13.

PREVIOUS ACTIONS: Town Council previously approved resolution number R-2000-230 to provide delivery of Emergency Medical and Fire Protection Services on October 4, 2000.

CONCURRENCES: n/a

FISCAL IMPACT: The agreement would provide revenues of \$378,851 in the fiscal year 2005-2006. Beginning fiscal year 2006-2007, the amount will increase by 5.8% to \$400,824.

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution
Interlocal Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A PROPOSED INTERLOCAL AGREEMENT WITH THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town of Davie and the Town of Southwest Ranches desire to continue an Interlocal Agreement for the Town of Davie to deliver emergency medical and fire protection services within certain areas of the Town of Southwest Ranches; and

WHEREAS, the Town of Davie and the Town of Southwest Ranches have determined that it is mutually beneficial and in the best interest of the public to enter into this Interlocal 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 the Town of Southwest Ranches for emergency medical and fire protection services, a copy of which is attached hereto as Exhibit "A", on behalf of the Town.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006

EXHIBIT “A”

INTERLOCAL AGREEMENT

Between

TOWN OF DAVIE

and

THE TOWN OF SOUTHWEST RANCHES

Providing for

DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION
SERVICES
BY TOWN OF DAVIE

INTERLOCAL AGREEMENT

Between

TOWN OF DAVIE

and

THE TOWN OF SOUTHWEST RANCHES

Providing for

**DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION
SERVICES
BY TOWN OF DAVIE**

This Interlocal Agreement is made by and between: TOWN OF DAVIE, a municipal corporation of the State of Florida (hereinafter referred to as “DAVIE”), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as “TOWN”).

WHEREAS, Section 163.01, Florida Statutes, authorizes local government units to contract with each other to provide fire protection and other essential services; and

WHEREAS, DAVIE and TOWN desire to enter into this Interlocal Agreement to provide for the delivery of emergency medical and fire protection services by DAVIE within certain areas of TOWN and to set forth how such emergency medical and fire protection service will be provided; and

WHEREAS, DAVIE and TOWN have determined that it is mutually beneficial and in the best interest of the public to enter into this Interlocal Agreement; and

WHEREAS, this Interlocal Agreement shall be effective upon the recordation and filing of same pursuant to the Intergovernmental Cooperation Act set forth in Chapter 163, Florida Statutes, NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, DAVIE and TOWN do hereby agree as follows:

ARTICLE 1

BACKGROUND; PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Interlocal Agreement for DAVIE and TOWN to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.
- 1.3 The respective elected bodies of TOWN and DAVIE find the method of delivery of emergency medical and fire protection services set forth in this Interlocal Agreement is in the best interest of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

- 2.1 **Interlocal Agreement** - means this document, Articles 1 through 17, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference
- 2.2 **Coverage** - means the provision of fire, rescue and emergency medical services, if needed, to another jurisdiction or geographic area which does not require the relocation or movement of apparatus and personnel from their assigned station.
- 2.3 **Emergency Medical Services (EMS)** - means those basic life support and advanced life support services defined in Section 401.23, Florida Statutes, as may be amended from time to time.
- 2.4 **Fire Protection Services** - means the following services which shall include but are not limited to, fire prevention, fire suppression, enforcement/inspection, public education/information and fire investigation relating to cause and origin.
- 2.5 **Move Up** - means the relocation or movement of apparatus and personnel to provide fire rescue services in a different jurisdiction or geographic area.
- 2.6 **Out of Service** - means the apparatus and/ or personnel assigned to the geographic area are not available to respond to an emergency incident.

- 2.7 **Responding Party** - means the agency which is providing assistance to another agency which has requested aid or assistance.
- 2.8 **Response Time** - means the elapsed time period from Davie's unit notification by Broward County's communications system to arrival on the property of the emergency incident.
- 2.9 **Requesting Party** - means the agency which is requesting assistance from an outside agency to mitigate an emergency incident.
- 2.10 **Service Area** - means the geographic area that includes all areas within the corporate limits of the Town of Southwest Ranches that is east of the west bank of the drainage canal that runs parallel to Southwest 172nd Avenue, west of Flamingo Road, south of Griffin Road and North of Sheridan Street. Incorporated areas of TOWN that are west of the west bank of the drainage canal that runs parallel to Southwest 172nd Avenue are not included within the scope of this Interlocal Agreement.

ARTICLE 3

GENERAL TERMS AND CONDITIONS

- 3.1 DAVIE and TOWN shall abide by and perform all of their respective obligations set forth herein.
- 3.2 DAVIE and TOWN hereby recognize that DAVIE, through its Fire Rescue Department, provide fire rescue services throughout the Town of Davie and those services, at DAVIE's discretion, may be provided from facilities and with personnel and apparatus located within or outside the municipal boundaries of TOWN. DAVIE shall assure that all personnel stationed at Station 91 will become familiar with the Town's hydrant/well locations, streets and avenues along with any other feature unique to the Town in order to assure quick and adequate response.
- 3.3 In the event TOWN becomes dissatisfied with the performance of DAVIE's personnel, TOWN shall provide notification to DAVIE. Thereafter, representatives from TOWN and DAVIE will meet to discuss possible remedies to resolve the issue to the satisfaction of both parties.
- 3.4 DAVIE shall provide ALS/BLS emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department.
- 3.5 DAVIE agrees to provide an average response time for ALS/BLS transport units, staffed with two (2) firefighter/paramedics, that is within one (1) minute of the average response time of all ALS and/or ALS fire apparatus.

transport units and /or ALS fire apparatus dispatched by the Broward Sheriff's Office Fire Rescue Communications Division. Response times shall be determined periodically, but in no event less than quarterly, from Broward Sheriff's Fire Rescue Communications Division computer-aided dispatch (CAD) system. Response time calculations shall be based upon the time of receipt of call until the appropriate ALS transport unit and/or ALS fire apparatus arrives on the scene of the incident as recorded in Broward Sheriff's Fire Rescue Communications Division CAD system. DAVIE shall not utilize a third party provider, other than Broward Sheriff, for the provision of services referenced in this section unless approved by TOWN.

- 3.6 The final and ultimate determination as to whether a particular notification gives rise to a life - threatening or emergency situation shall solely be the policy determination of the Fire Rescue Department personnel of DAVIE. All suggestions or complaints concerning services provided under this agreement shall be directed to the attention of the Fire Chief of DAVIE, in writing, by detailing as completely as possible the problem and attaching all documents which support the TOWN's position, with copies to the DAVIE Council and DAVIE Town Attorney, for proper administrative remedy and/or response, as the case may be.

If the disputed matter cannot be resolved by the Fire Chief and/ or the DAVIE Administrator within thirty (30) days of written notice, then the disputed matter shall be scheduled on the next DAVIE meeting. DAVIE agrees to resolve said matters in accordance with the time prescribed in Section 13.2

- 3.7 DAVIE agrees that Broward Sheriff Fire Rescue shall be the first back up units called for dispatch for all fire/rescue services for the TOWN. DAVIE agrees that the closest unit response shall be the primary practice utilized and requested from the Regional Fire Rescue Communication Center for the dispatching of units for service delivery to the TOWN. Response profiles shall be developed and implemented administratively.
- 3.8 DAVIE will enter into an automatic aid agreement with the Broward Sheriff's Office Fire Rescue Division for the delivery of fire and emergency medical services to the Town of Southwest Ranches.

ARTICLE 4

DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES

- 4.1 DAVIE will provide fire protection services to TOWN on a twenty-four (24) hour, seven (7) days per week basis during the term of this Interlocal Agreement.

- 4.2 The Fire Chief of DAVIE, or the highest person in command in the DAVIE Fire Rescue Department at the time, shall have full and complete authority through the normal chain of command over the operation of DAVIE's fire department personnel, vehicles and equipment while in the TOWN, TOWN officials and employees and residents shall not interfere with the direction, management and deployment of the DAVIE Fire Department, its personnel or equipment, at any time during fire - fighting or other emergency situations.
- 4.3 The final and ultimate determination as to whether a particular notification gives rise to a life threatening or emergency situation shall solely be the policy determination of the fire department of DAVIE.
- 4.4 All exemptions from ordinances and rules and all pension, insurance, disability, workers compensation, salary, death, or other benefits which apply to the activity of such officers, agents, or employees of DAVIE, when performing their respective functions within the territorial limits of DAVIE shall apply to them to the same degree, manner and extent while engaged in the performance of any of their functions and duties within the TOWN.
- 4.5 For the purposes of this Interlocal Agreement, "comprehensive emergency medical and fire protection service" shall mean all emergency activities, including but not limited to, fire suppression and prevention - related activities; medical aid calls; rescues; public service requests; management of all emergency equipment, emergency personnel and emergency incident scenes; fire prevention inspection responsibilities; pre - fire planning; cause and origin investigation and prevention; public education; fire hydrant and fire well testing, inspection and repair, and enforcement of the Fire Code.
- 4.6 DAVIE shall provide emergency medical and fire protection services to that area of TOWN outlined in Section 2.10 from its Fire Rescue Station's located in Town of Davie. TOWN and DAVIE agree that the apparatus assigned to Station 91 shall primarily serve, on a first - alarm basis, the geographical area that includes, all areas within the corporate limits of the Town of Davie and areas within the corporate limits of the Town of Southwest Ranches as described in Section 2.10. Any calls outside of this primary response area will be considered to be for mutual aid purposes in accordance with the Broward County Fire Chiefs Association's Mutual Aid Response Agreement.
- 4.7 In providing such emergency medical and fire protection services to TOWN, DAVIE shall utilize one (1) ALS Medical Transport Unit staffed With a minimum of two (2) firefighter/paramedics and one ALS fire apparatus, staffed with three (3) firefighter positions. At least one (1) of the three (3) members assigned to the fire apparatus will be cross-trained as a paramedic and one (1) will be cross - trained as an emergency medical technician (EMT).

- 4.8 DAVIE possesses and shall maintain throughout the term of this Interlocal Agreement a Class 1 - ALS Rescue Certificate of Public Convenience and Necessity (“CON”) and an appropriate State of Florida license enabling DAVIE to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
- 4.9 Except as otherwise provided for herein, DAVIE shall provide all ALS and BLS transportation services required pursuant to this Interlocal Agreement for emergency medical incidents.
- 4.10 DAVIE shall not utilize a third party provider for the provision of services referenced in this section without TOWN’s advance written approval; provided that DAVIE may utilize the services of third parties without TOWN’s advance written approval in instances of mass casualties where, in DAVIE’s sole determination, the circumstances are such that the services required are beyond the response capacity of DAVIE and TOWN.
- 4.11 DAVIE shall inspect and test, all fire hydrants annually and fire wells within the Service Area no less than twice per year. DAVIE shall provide TOWN with records of such inspections within 30 days of completion. DAVIE shall report to TOWN any hydrants or wells requiring maintenance or repairs, along with any recommended locations for additional hydrants or wells. In the event TOWN desires for Davie to repair or replace hydrants or wells, parties agree that Davie shall be entitled to be compensated in accordance with procedures set forth in Section 6.2.
- 4.12 DAVIE shall provide fire prevention services, including inspection through the use of properly certified personnel consistent with all applicable laws and codes within the Service Area. DAVIE’s Fire Marshal shall be deemed the Chief Fire Code Official for the Service Area as required by the South Florida Building Code, when appropriate. TOWN agrees to take all action necessary to ensure that DAVIE is lawfully empowered to enforce the South Florida Fire Prevention Code, Chapter 52 of the South Florida building Code.
- 4.13 DAVIE shall perform annual inspections of every commercial and multi-family establishment within TOWN and shall provide TOWN with records of such inspections upon TOWN’s request.
- 4.14 The TOWN, upon notification, shall report all street and road closures and openings to the DAVIE Fire Rescue Department through written memorandum which is faxed to the DAVIE Fire Rescue Department. The written memorandum will also report any hydrants or wells which are not fully operational.

ARTICLE 5

COMMUNICATIONS

- 5.1 DAVIE shall utilize Broward Sheriff's Office Fire Rescue communications system for dispatch to all fire and emergency medical incidents.
- 5.2 DAVIE agrees to provide and maintain all radios and other equipment needed for TOWN's Fire Rescue Department to access Broward County's communications system during the term of this Interlocal Agreement.

ARTICLE 6

SPECIAL PROVISIONS

- 6.1 The TOWN and DAVIE each acknowledge that Broward Sheriffs Office Fire Rescue Division, in accordance with the county - wide mutual aid response plan, provides technical rescue services, with specially equipped and trained personnel, for above grade/high angle and below grade rescue, as well as hazardous material response services equipped and trained to provide specialized response in case of accidental spill or leak of hazardous material or product.
- 6.2 DAVIE may provide to TOWN, upon request of TOWN's Administrator and the availability of resources, such additional services as may from time to time be agreed upon in writing by the parties. The cost of such additional services shall be borne by TOWN and shall be payable in such amounts and in such a manner as may be determined by mutual agreement of the parties at the time of such request.
- 6.3 DAVIE's personnel shall be used to provide services at special events held within Town based upon terms and conditions in place when TOWN requests such services. DAVIE's personnel regularly assigned to TOWN will be used for such special details, unless adequate interested personnel cannot be identified. Up to three (3) events per year held and sponsored by the Town with the service area will not be assessed any additional fee.
- 6.4 DAVIE's Town Administrator or designee and TOWN's Town Administrator shall have the authority to make changes to this Interlocal Agreement on day-to-day technical and operational issues without the requirement for approval by the governing bodies. This authority does not extend to any fundamental issues relating to the level and delivery of services or funding issues.

- 6.5 DAVIE shall provide, under this Interlocal Agreement, a liaison between DAVIE and TOWN who shall report to TOWN's Administrator in that capacity. The liaison will be responsible for all emergency management duties, address concerns or complaints, provide requested information in order to assure the smooth operations and services on behalf of TOWN within the Service Area. Upon request of TOWN and approval by DAVIE, DAVIE shall provide the assigned liaison to attend such regular and special meetings of TOWN's Council or staff. DAVIE shall not unreasonably withhold its approval upon receipt of such requests.
- 6.6 DAVIE shall provide assistance in TOWN's efforts to obtain emergency preparedness grants and shall also provide assistance in emergency management issues.
- 6.7 Replacement Vehicles. DAVIE agrees to provide replacement rescue or fire suppression vehicles in the event that vehicles become inoperable or require maintenance services. In accordance with DAVIE's Fire Rescue Department's system operating policies regarding "move-up's," when it is apparent that units normally assigned to TOWN will be engaged in activities outside Town for an extended period, backup equipment and personnel will be dispatched to provide supplemental coverage.
- 6.8 In addition to the foregoing emergency medical and fire protection services, DAVIE shall provide the following specialized services, consistent with service levels DAVIE concurrently renders to other agencies, without additional cost to TOWN.
- 6.8.1 Broward Sheriffs Office and/or DAVIE, in accordance with the County - wide mutual aide response plan, shall provide technical rescue services , personnel for above grade/high angle and below grade rescues, as well as hazardous response service and air rescue services should DAVIE determine such special services are needed. DAVIE agrees to maintain an agreement with Broward County for mutual aid during the term of this contract.
- 6.8.2 DAVIE shall provide fire prevention services, inspection services, fire investigation services, including arson investigation assistance, consistent with services DAVIE renders in conjunction with other State and local law enforcement agencies, and all applicable codes.
- 6.8.3 DAVIE shall provide public education programs, through personnel assigned to TOWN, designed to reduce the risk of property damage, injury, or loss of life from fire.
- 6.8.4 DAVIE shall provide to TOWN, upon request of TOWN's Administrator and the availability of resources, such

additional service as may from time to time be needed at discretion of TOWN. The cost of such services shall be borne by TOWN and shall be payable in such amounts and in such a manner as may be determined by mutual agreement of the parties.

- 6.9 Throughout the term of this Interlocal Agreement, DAVIE shall continue to provide support to the Southwest Broward Volunteer Fire Department in the form of joint training, including a cooperative working relationship.
- 6.10 Throughout the term of this Interlocal Agreement, Davie will include the TOWN's service area in any Fire and EMS future planning for hurricane preparedness.

ARTICLE 7

MEDICAL DIRECTION

DAVIE presently has and shall provide throughout the term of this Interlocal Agreement a Medical Director as required by Chapter 401, Florida Statutes, and shall utilize the medical treatment protocols of DAVIE'S Medical Director.

ARTICLE 8

CONTROL OF FIRE, EMERGENCY OR DISASTER SCENE

DAVIE shall have command of all incidents occurring in the Service Area.

ARTICLE 9

VEHICLES

- 9.1 TOWN and DAVIE agree that DAVIE'S fire apparatus and rescue vehicles, located in Station 91 within DAVIE, responding into TOWN shall contain standard Town of Davie Fire Rescue vehicle and equipment markings and all standard equipment, as well as additional equipment such as Hydraulic Extrication equipment, Thermal Imager, and scuba diving equipment, including all necessary trained personnel required to operate and maintain said equipment.
- 9.2 DAVIE agrees to provide temporary replacement EMS or fire suppression vehicles in the event that its vehicles normally responding into TOWN become inoperable, or require maintenance services or are "out of

service.” When it is apparent that its units normally responding into the Service Area will be engaged in activities for an extended period, backup equipment and personnel will be dispatched to provide supplemental coverage.

ARTICLE 10

CONSIDERATION

10.1 TOWN agrees to pay Davie for services provided by DAVIE pursuant to This Interlocal Agreement as follows:

10.1.1 DAVIE and TOWN agree that the cost of emergency medical and fire protection services provided by DAVIE to TOWN in Fiscal Year 2005-2006 is three hundred seventy-eight thousand eight hundred fifty one dollars (\$378,851). Beginning October 1, 2006, the amount will increase by 5.8% to \$400,824 as adjusted by the Consumer Price Index (CPI).

10.1.2 DAVIE and TOWN agree the cost of services to the TOWN after Fiscal Year 2005-2006 shall be increased by a minimum of five percent (5%) per year not to exceed the Consumer Price Index (CPI) for Union Wage Earners and Clerical Workers (CPI-W): selected workers, all items index, 1982-84=100 for the Miami-Ft. Lauderdale, Florida area with the base being 202.3 and the numerator being the CPI-W provided by the Bureau of Labor Statistics as of April 2007 and annually thereafter for the term of this contract. The increase in the contract amount shall be \$376,995 multiplied by the percent change in the CPI-W based on the April CPI-W (current period) less the base 202.3, the result being divided by the base 202.3 which result will be multiplied by 100 over the three (3) year contract term. Increases to service levels mutually agreed to by the parties would not be subject to this limitation.

10.1.3 Consideration by TOWN to DAVIE shall be payable in quarterly installments payable on the fifteenth (15th) day of each month (October, January, April, July) commencing October 15, 2005.

10.1.4 Installments received by the Town of Davie later than the twentieth of each month shall be deemed later and an additional fee of \$78 will be remitted and \$13 for each additional day later thereafter.

10.2 **Fees and Revenues:**

10.2.1 The parties acknowledge and agree that DAVIE shall invoice, collect and retain fees from those persons receiving ALS/BLS transport services.

- 10.2.2 The parties acknowledge and agree that DAVIE shall invoice, collect and retain fees from property owners for fire inspection and prevention services, including but not limited to, fire inspections and false alarm fees. DAVIE's fees and charges for providing said services shall be in accordance with the schedule of fees and charges set forth in the Town of Davie Code and resolution, as may be amended from time to time.
- 10.3 TOWN agrees to take all action necessary to insure that DAVIE is lawfully empowered to invoice and collect the fees described above.
- 10.4 TOWN agrees to pay for the services provided under this Interlocal Agreement. TOWN shall be obligated to pay for the services from an or all revenue sources available to it or which may be made available to it.
- 10.5 In the event that additional development occurs within the service area that requires DAVIE to provide additional personnel, equipment or other resources, TOWN agrees to negotiate in good faith an amount of compensation to be paid to DAVIE for those additional resources.

ARTICLE 11

REPORTING

- 11.1 DAVIE shall submit a quarterly report, or upon request of TOWN, addressing the status and activities of DAVIE's fire rescue services provided to TOWN during DAVIE's fiscal year pursuant to this Interlocal Agreement. DAVIE shall submit this report by the 15th of the month following the completion of each quarter (October, January, April, and July) during the term of this Interlocal Agreement and any renewal periods. Such report shall contain, at a minimum, the following: time call received by Broward Sheriff's Office Fire Rescue Communication Center, time of dispatch, identification of units dispatched, classification of call, time en route, and time of arrival.

ARTICLE 12

TERM OF AGREEMENT

- 12.1 This Interlocal Agreement shall commence on October 1, 2005, and shall continue for an initial term of three (3) years ending on September 30, 2008. Thereafter, this Interlocal Agreement shall automatically renew for two (2) additional periods of one (1) year each commencing on October 1 of the renewal year, for a total term of five (5) years, without further action of the parties, unless terminated by either party as provided for

herein. If a party elects to provide notice of its intent not to renew this Interlocal Agreement, it shall give the other party written notice of same at least nine (9) months prior to the end of the applicable term.

- 12.2 Interlocal Agreement may be terminated only as provided for herein unless otherwise agreed upon in writing by the parties.

ARTICLE 13

TERMINATION

- 13.1 Notwithstanding any other provisions of this Interlocal Agreement, this Interlocal Agreement may be terminated by either party for convenience upon providing the other party with nine (9) months written notice as provided for herein.
- 13.2 This Interlocal Agreement may be terminated for cause by either party if the breach is material and the party in breach has not corrected the breach with thirty (30) calendar days after receipt of written notice from the other party identifying the breach. However, before the TOWN can terminate DAVIE for cause, it must first follow the procedures for the handling of disputed matters, and give DAVIE an opportunity to cure the problem.
- 13.2.1 Davie shall be deemed in material breach of this Interlocal Agreement if DAVIE.
- a. Ceases to possess all necessary licenses for the provision of services under this Interlocal Agreement;
 - b. Fails to possess a Class - 1 ALS Certificate of Public Convenience and Necessity;
 - c. Ceases to comply with its requirements pursuant to Article 4 above pertaining to the delivery of emergency medical and fire protection services.
- 13.2.2 Town shall be deemed in material breach of this Interlocal Agreement if Town fails to make any required payment under this Interlocal Agreement.
- 13.3 This Interlocal Agreement shall be deemed automatically terminated and of no further force and effect if either party has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent. In the event Town takes such action, Town consents and acknowledges that Davie shall have the right to provide such level of fire

protection and emergency medical services to Town. as Davie deems appropriate and shall be entitled to recover the reasonable costs of providing such services.

- 13.4 This Interlocal Agreement provides in Article 14, "Default" for the judicial remedy of specific performance to cause either party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either party was in default in the performance of its obligations pursuant to this Interlocal Agreement and that specific performance was not an adequate remedy to cause the other party to perform its obligations herein, in addition to all other remedies available to the parties, the parties shall be entitled to request a judicial order seeking rescission of this Interlocal Agreement.
- 13.5 In the event of termination or expiration of this Interlocal Agreement, Davie and Town shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Davie to a Town fire department and to maintain during such period of transition the same high quality of fire rescue services as contemplated by this Interlocal Agreement.

ARTICLE 14

DEFAULT

- 14.1 If DAVIE or TOWN fails to perform or observe any of the material terms and conditions of this Interlocal Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from the other party, the party giving notice of default may be entitled, but is not required, to seek specific performance of this Interlocal Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Interlocal Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. This Article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

ARTICLE 15

INSURANCE

- 15.1 DAVIE shall maintain a qualified self - insurance program with in the limits specified in Florida Statute 768.28. . DAVIES's self - insurance program provides general and automobile liability, workers compensation and

employers liability insurance. DAVIE agrees to provide TOWN with a certificate of Insurance evidencing said program. In the event the program is modified during the term of this Interlocal Agreement, DAVIE shall provide TOWN with at least thirty (30) calendar days prior written notice.

- 15.2 TOWN shall pay for the maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this Interlocal Agreement in the amount determined by TOWN to adequately insure TOWN's liability assumed herein, but in no event shall such insurance be less than the statutory waiver of sovereign immunity. In the event such insurance is modified, in any regard, before the expiration of this Interlocal Agreement. TOWN will provide at least thirty (30) day's prior written notice to DAVIE.
- 15.3 TOWN and DAVIE shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance required by Florida law for governmental entities and each shall furnish to the other party written verification of such insurance prior to final execution of this Interlocal Agreement.

ARTICLE 16

LIABILITY

- 16.1 TOWN and DAVIE are state agencies or political subdivisions as defined In Chapter 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party 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 Interlocal Agreement or any other contract.
- 16.2 TOWN and DAVIE shall each be individually and separately liable and responsible for the actions of its officers , agents and employees in the performance of their respective obligations under this Interlocal Agreement.
- 16.3 TOWN and DAVIE shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective 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.

- 16.4 TOWN and DAVIE agree to cooperate with the other and jointly defend any action brought against this Interlocal Agreement by a third party and each party will bear their own respective costs and fees associated therewith and or resulting from such action.
- 16.5 TOWN and DAVIE agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Interlocal Agreement.

ARTICLE 17

MISCELLANEOUS

- 17.1 **Joint Preparation**: The preparation of this Interlocal 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.
- 17.2 **Merger**: This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Interlocal Agreement.
- 17.3 **Assignment**: The respective obligations of the parties set forth herein shall not be assigned, or subcontracted in whole or in part, without the written consent of the other party.
- 17.4 **Records and audit**: Town and Davie shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. Each party shall have the right to audit the books, records, and accounts of the other that are related to this Interlocal Agreement including, but not limited to those relating to, costs, revenues and special assessments. In addition, each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Interlocal Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the

other, all financial records, supporting documents, statistical records, and any other documents pertinent to this Interlocal Agreement. If an audit has been initiated and audit findings have not been resolved, the books, records, and accounts shall be retained until resolution of the audit findings. No confidentiality or non - disclosure requirement of either federal or state law shall be violated by either party.

- 17.5 **Contract Administrators:** The Contract Administrators for this Interlocal Agreement are the Town of Davie's Town Administrator or designee for DAVIE, and TOWN'S Town Administrator or designee for Town. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 17.6 **Recordation/Filing:** The Davie Town Administrator is hereby authorized and directed after approval of this Interlocal Agreement by the governing body of Town and Davie and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 17.7 **Governing Law and Venue:** This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in the for Broward County, Florida.
- 17.8 **Severability:** In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Town or Davie elects to terminate this Interlocal Agreement. An election to terminate this Interlocal Agreement based upon this provision shall be made within seven (7) calendar days after the court determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate processing and the granting of an order. In such an event, Town and Davie agree to cooperate fully with the other to effectuate a smooth transition of services.
- 17.9 **Notices:** Wherever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR DAVIE:

DAVIE's Town Administrator
Town of Davie
6591 Orange Drive
Davie, Fl. 33314

FOR TOWN:

Mecca Fink, Mayor
Town of Southwest Ranches
5620 S.W. 164th Terrace
Southwest Ranches, Fl. 33331

with a copy to:

DAVIE's Fire Chief
Same address noted above

with a copy to:

TOWN'S Fire Chief
Same address noted above

with a copy to:

DAVIE'S Town Attorney
Same address noted above

with a copy to:

Gary A. Poliakoff, J.D.
Interim Town Attorney
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Fl. 33312

- 17.10 **Nondiscrimination:** TOWN's and DAVIE's decisions regarding the delivery of services under this Interlocal Agreement shall be made without regard to or consideration of race , age , religion , color, gender , sexual orientation (Broward County Code, Chapter 16 _), national origin , marital status, physical or mental disability , political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

TOWN and DAVIE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 _) in performing any services pursuant to this Interlocal Agreement.

- 17.11 **Third Party Beneficiaries:** Neither TOWN nor DAVIE intend that any person shall have a cause of action against either of them as a third party beneficiary under this Interlocal Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement. The parties agree that this provision is not applicable to TOWN's Volunteer Fire Department.

- 17.12 **Performance:** TOWN and DAVIE represent that all persons performing the services required under this Interlocal Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, of adequately and competently perform the duties, obligations, and services forth herein in a skillful and respectable manner.

- 17.13 **Materiality and Waiver of Breach:** DAVIE and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Interlocal Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Interlocal Agreement shall not be deemed a waiver of such provision or modification of this Interlocal Agreement.. A waiver of any breach of a provision of this Interlocal 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 Interlocal Agreement.

- 17.14 **Compliance with Laws:** The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Interlocal Agreement.

- 17.15 **Priority of Provisions:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or event referred to herein, or any document incorporated into this Interlocal Agreement by reference and a term, statement, requirement, or provision of this Interlocal Agreement, the term, statement, requirement, or provision contained in Articles 1 through 17 of this Interlocal Agreement shall prevail and be given effect.

- 17.16 **Amendments:** Except as expressly authorized in this Interlocal Agreement, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interlocal Agreement and executed by DAVIE and TOWN.

- 17.17 **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 Interlocal Agreement.

The parties agree that none of its officers or employees shall, during the term of this Interlocal Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Interlocal Agreement in which he or she is of 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 Interlocal 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 Interlocal Agreement.

- 17.18 **Independent Contractor:** TOWN and DAVIE are independent contractor under this Agreement. Services provided by the parties shall be by employees, agents or approved subcontractors of the respective party and subject to supervision by that party. In providing such services, neither TOWN's or DAVIE's officers, employees, agents or approved subcontractors shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the parties a partnership or joint venture. Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Agreement shall be those of the respective party.
- 17.19 **Termination of Prior Agreement.** That certain Interlocal Agreement between the parties for the provision of emergency medical services, as amended by the parties, shall be deemed terminated and of no further force and effect upon the execution of this Interlocal Agreement by both parties.
- 17.20 **Multiple Originals:** This Interlocal Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: TOWN OF DAVIE through its Town Council, signing by and through its Mayor, authorized to execute same by its Town Council action on the ___ day of _____ 2006, AND TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute same By Council action on the ___ day of _____, 2006.

DAVIE

TOWN OF DAVIE

WITNESSES:

BY _____
Tom Truex, Mayor

___ day of _____, 2006.

ATTEST:

Town Clerk

APPROVED AS TO FORM:

BY _____
Town Attorney

(CORPORATE SEAL)

INTERLOCAL AGREEMENT BETWEEN TOWN OF DAVIE AND TOWN OF
SOUTHWEST RANCHES PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL
AND FIRE PROTECTION SERVICES BY TOWN OF DAVIE

TOWN

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By _____
Meca Fink, Mayor

_____ day of _____, 2006.

By _____
John Canada
Town Administrator

ATTEST:

Town Clerk

APPROVED AS TO FORM:

By _____
Gary A Poliakoff, J.D.
Town Attorney

(CORPORATE SEAL)