

RESOLUTION NO. 2001-47

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH THE SOUTHWEST RANCHES VOLUNTEER FIRE-RESCUE, INC. FOR THE PROVISION OF VOLUNTEER FIRE-RESCUE SERVICES IN SUPPORT OF BOTH BROWARD COUNTY AND TOWN OF DAVIE FIRE-RESCUE ACTIVITIES, AND AUTHORIZE THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT, AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Southwest Ranches Volunteer Fire-Rescue, Inc. is a newly formed not-for-profit organization; and

WHEREAS, the organization is in the service of providing support to fire-rescue providers, both Broward County and Town of Davie; and

WHEREAS, the Town of Southwest Ranches has a responsibility to its citizens to provide fire-rescue services to the taxpayers at minimum costs; and

WHEREAS, the unique and additional services provided by the volunteers are valued by the Town of Southwest Ranches and the providers for the protection of life and property; and

WHEREAS, The Town of Southwest Ranches has received the services of the volunteer firefighters prior to the incorporation of the Town, and the Town wishes to foster and encourage the fine sense of public spirit which is characteristic of the volunteer firefighter.

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

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

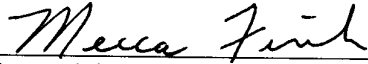
Section 2: The Town Council approved the allocation of the sum of \$30,000 annually to Southwest Ranches Volunteer Fire-Rescue, Inc., within the annual budget starting on October 1, 2001, for replacement of outdated vehicles, equipment, fire-fighting apparatus, grant writing services and auto and general liability insurance.

Section 3: The Town Council also approved the allocation of \$15,000 for Southwest Ranches Volunteer Fire-Rescue, Inc. within the current annual budget, which represents six months of the annual amount approved in Section 2 above.

Section 4: That all funding requests and expenditures will require the approval of the Town Administrator.

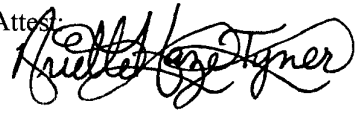
Section 5: That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches,
Florida, this 12th day of April 2001.



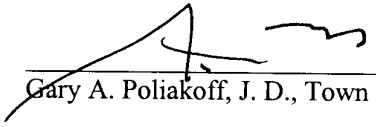
Mecca Fink, Mayor

Attest:



Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:



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

AGREEMENT

TOWN OF SOUTHWEST RANCHES, FLORIDA AND SOUTHWEST RANCHES VOLUNTEER FIRE-RESCUE, INC.

THIS AGREEMENT is made by and between the Town of Southwest Ranches, Florida (hereinafter referred to as "TOWN") and Southwest Ranches Volunteer Fire-Rescue, Inc., a volunteer organization (hereinafter referred to as "VOLUNTEER").

WHEREAS, the VOLUNTEER is a Florida not-for-profit corporation formed to provide for the protection of life and property against fire, disaster, natural catastrophe or other calamity within the Town of Southwest Ranches, Broward County, Florida; and

WHEREAS, the TOWN wishes to foster and encourage the fine sense of public spirit which is characteristic of the volunteer fire fighters, and to support the endeavors of the VOLUNTEER; and

WHEREAS, the TOWN enacted Resolution 2001-47 at its meeting of April 12, 2001 to provide for annual funding of up to \$30,000 a year to support the VOLUNTEER; and

WHEREAS, the TOWN is desirous of memorializing the conditions upon which the funds it gives to the VOLUNTEER will be expended.

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

ARTICLE 1

GENERAL TERMS AND CONDITIONS

- 1.1 TOWN and VOLUNTEER shall abide by and perform all of their respective obligations set forth herein.
- 1.2 TOWN and VOLUNTEER hereby recognize that VOLUNTEER, through its organization, provides support and unique fire-rescue services throughout the Town of Southwest Ranches and that those services are provided by volunteers primarily located within the municipal borders of Broward County (A political subdivision of the State of Florida hereinafter referred to as "COUNTY").
- 1.3 VOLUNTEER shall take the necessary precautions to insure that all personnel deployed by VOLUNTEER are sufficiently trained and competent to perform fire-rescue services.

- 1.4 VOLUNTEER shall not provide emergency medical transportation services.
- 1.5 VOLUNTEER agrees to respond to emergency calls dispatched by COUNTY in a safe, efficient and timely manner.

ARTICLE 2

DELIVERY OF FIRE RESCUE SERVICES

- 2.1 VOLUNTEER shall provide support and back-up within the Town, on a twenty-four (24) hour, seven (7) days a week basis during the term of the Agreement.
- 2.2 VOLUNTEER shall provide support and back-up Fire-Rescue Services to the entire TOWN based upon emergency calls dispatched by COUNTY for service delivery areas provided by COUNTY and Town of Davie.
- 2.3 Any emergency calls dispatched outside the TOWN boundaries will be considered to be for mutual aid purposes in accordance with the Fire Chiefs Association's Mutual Aid Response Agreement.
- 2.4 VOLUNTEER shall not provide any ALS or BLS transportation services for emergency medical incidents.

ARTICLE 3

COMMUNICATIONS

- 3.1 VOLUNTEER shall utilize the COUNTY communication system for dispatch of all fire and emergency medical incidents.
- 3.2 VOLUNTEER agrees to utilize radios and other communication equipment provided and maintained by the COUNTY to communicate with other fire-rescue service providers during the term of the Agreement.
- 3.3 VOLUNTEER shall only be dispatched to an incident based upon a dispatch sanctioned by COUNTY defined protocol.

ARTICLE 4

CONTROL OF FIRE-RESCUE SCENE

- 4.1 VOLUNTEER acknowledges that the Town of Davie has entered into an Interlocal Agreement with the TOWN, dated October 4, 2000, for the provision of emergency medical and fire protection services in that portion of the TOWN lying 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. VOLUNTEER shall familiarize itself with the terms and conditions of said Agreement in order that the fulfillment of its obligations under this Agreement will assist, but not interfere, with the performance of the Town of Davie's obligations under said Agreement.
- 4.2 VOLUNTEER acknowledges that the TOWN has entered into an Interlocal Agreement with COUNTY, dated October 10, 2000, for the provision of emergency medical and fire protection services West of the West bank of the drainage Canal that runs parallel to Southwest 172nd Avenue, East of the L-33 canal levee, South of Griffin Road and North of Sheridan Street. VOLUNTEER shall familiarize itself with the terms and conditions of said Agreement in order that the fulfillment of its obligation under this Agreement will assist, but not interfere with the performance by COUNTY of its obligations under said Agreement.
- 4.3 VOLUNTEER acknowledges that the Town of Davie and COUNTY, as same may be applicable, shall have command of all incidents within the TOWN limits in which VOLUNTEER is dispatched or is at any scene.
- 4.4 VOLUNTEER acknowledges that the governmental agency that holds primary responsibility of any scene or incident shall have command when any mutual aid response is requested as described in item 2.3 above.

ARTICLE 5

VEHICLES AND APPARATUS

- 5.1 There is currently on loan to the TOWN from COUNTY the following vehicles and equipment:
 - a. 1987 Pierce Dash Fire Engine Pumper
 - b. New Ford F-350 4X4 Diesel Brush Truck Vehicle
- 5.2 TOWN, to the extent permitted by COUNTY, shall allow VOLUNTEER to use said equipment. Unless otherwise maintained by COUNTY, VOLUNTEER shall maintain the equipment and apparatus in good working condition at its sole expense. In the event that the aforesaid equipment and apparatus becomes inoperable, or is considered to be

“out of service,” the TOWN shall seek to obtain temporary replacement vehicles from COUNTY. Nothing herein shall be construed to require TOWN to obtain temporary or permanent replacement vehicles if COUNTY elects not to provide temporary or updated equipment.

- 5.3 VOLUNTEER and TOWN agree that fire vehicles owned by VOLUNTEER shall be standard COUNTY equipment and apparatus.

Furthermore, fire vehicles owned by VOLUNTEER shall contain primary markings reflecting VOLUNTEER.

- 5.4 TOWN agrees to allow all VOLUNTEER utilized fire vehicles to bear TOWN seal.
- 5.5 VOLUNTEER agrees to provide additional fire vehicles and equipment in good working condition in order to perform responsibilities under the terms of this Agreement.
- 5.6 TOWN and VOLUNTEER agree that funding and purchasing assistance for VOLUNTEER supplied vehicles shall be provided by TOWN as defined in Article 6 of this Agreement
- 5.7 TOWN and VOLUNTEER agree that all vehicles and equipment owned by VOLUNTEER shall automatically become the property of TOWN, should for any reason VOLUNTEER not be able to perform its responsibilities under the terms and conditions of this Agreement.

ARTICLE 6

CONSIDERATION

- 6.1 TOWN agrees to provide budgetary funding for VOLUNTEER within TOWN’s annual budget.
- 6.2 TOWN agrees to provide an amount not to exceed Thirty Thousand Dollars (\$30,000) in the annual budget for VOLUNTEER. Said amount may be increased based upon service level needs and shall be solely determined by TOWN.
- 6.3 VOLUNTEER agrees to provide TOWN with an annual budget request within the funding levels determined by TOWN. Budget request shall be submitted in a format and timeframe as determined by the Town Administrator.
- 6.4 TOWN agrees to provide payments to or in favor of VOLUNTEER based upon payment process determined by the Town Administrator.
- 6.5 TOWN agrees to assist VOLUNTEER in securing, purchasing and financing of VOLUNTEER owned vehicles and equipment, as such vehicles and equipment may only

be acquired through existing and future governmental agency bids. Such payment schedules for said equipment and vehicles shall not exceed the total funding abilities of VOLUNTEER, as determined by the Town Administrator.

- 6.6 TOWN and VOLUNTEER agree that vehicles supplied by VOLUNTEER and acquired through the governmental agency bidding process might require that the vehicles be initially titled in the name of TOWN to enjoy such offered discounts.

ARTICLE 7

TERM OF AGREEMENT

- 7.1 This Agreement shall commence on July 1, 2001 and shall continue until September 30, 2005, unless terminated by either party as provided hereinafter. The Agreement shall automatically renew itself, without further action of the parties, for additional one (1) year periods, unless either party elects not to renew and provides written notice of the intent not to renew at least ninety (90) days prior to the end of any term of the Agreement.

ARTICLE 8

TERMINATION

- 8.1 Notwithstanding any other provision(s) of this Agreement to the contrary, this Agreement may be terminated by VOLUNTEER in the event of a material breach of the Agreement by TOWN. The Town Administrator shall be the sole judge of whether a material breach has occurred. Furthermore, in the event that the Town Administrator determines that TOWN has materially breached the Agreement, TOWN shall have thirty (30) days to correct the breach. The TOWN, acting through the TOWN Council, shall have the right to terminate this Agreement at any time, should the Town Council determine that VOLUNTEER is acting in a manner contrary to the terms and conditions of this Agreement or in a manner, which the Town Council, in its sole discretion deemed detrimental to the TOWN's best interests.

ARTICLE 9

RETURN OF EQUIPMENT AT EXPIRATION OF OR TERMINATION OF AGREEMENT

VOLUNTEER, within five (5) days of the expiration or termination of this Agreement, shall return to TOWN any equipment or apparatus loaned to VOLUNTEER by TOWN or COUNTY.

ARTICLE 10

INSURANCE

- 10.1 VOLUNTEER shall maintain in full force and effect during the entire term of this Agreement, and any extended term, general liability and automotive liability in the amount of \$1,000,000/\$2,000,000.
- 10.2 VOLUNTEER shall provide TOWN with a copy of current respective policies of insurance required hereunder, and renewals thereof, in order that TOWN, through the office of the Town Clerk, may keep such copies on file for the benefit of the public.
- 10.3 The costs of all policies of insurance required hereunder shall be the obligation of VOLUNTEER and TOWN shall in no way be responsible therefor.
- 10.4 VOLUNTEER shall provide TOWN with a Certificate of Insurance listing TOWN as a Certificate Holder for the respective insurance required hereunder.
- 10.5 Should any of the required insurance policies be modified before the expiration date of this Agreement, VOLUNTEER will provide at least thirty (30) days prior written notice to the TOWN.

ARTICLE 11

HOLD HARMLESS

- 11.1 VOLUNTEER shall indemnify, defend, and hold TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgements, executions, claims and demands of any kind whatsoever, in law or in equity, which result from or arise out of the intentional or negligent acts or omissions of VOLUNTEER, its employees, agents, or servants and VOLUNTEER shall indemnify the TOWN, its officials, agents, servants and employees, for damages, judgements, claims, costs, expenses, including reasonable attorney's fees, which TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of VOLUNTEER, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of VOLUNTEER and VOLUNTEER employees shall not be deemed agents or servants of TOWN.
- 11.2 VOLUNTEER shall indemnify, defend and hold TOWN, its officials, agents, servants, and employees, harmless from claims of any nature arising out of unlawful or actionable employment and labor practices brought by VOLUNTEER's employees including, but not limited to, claims under the Florida and Federal Civil Rights Act, Age Discrimination in Employment, Americans with Disabilities Act and Federal Wage and Hours Laws.

- 11.3 Notwithstanding anything to the contrary contained herein, the terms and conditions of this Article survive the expiration or termination of this Agreement.

ARTICLE 12

INDEPENDENT CONTRACTOR

- 12.1 VOLUNTEER, for the purpose of this Agreement, is and shall remain an Independent Contractor.
- 12.2 Nothing herein, including the acts or omissions of VOLUNTEER shall be imputed to TOWN and TOWN shall at all times be entitled to the benefits of sovereign immunity as provided in Section 768.28, Florida Statutes, and common law. Nothing contained in this Agreement to the contrary shall be construed as a waiver of sovereign immunity.

ARTICLE 13

MISCELLANEOUS

- 13.1 Joint Preparation: 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 considered more severely against one of the parties than the other.
- 13.2 Merger This Agreement incorporates and includes all prior negotiations, correspondence, agreements, and 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 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 Agreement.
- 13.3 Records and Audit: VOLUNTEER shall maintain records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. TOWN shall have the right to audit the books and records and accounts of others that are related to this Agreement including, but not limited to, those related to costs. In addition, each party shall keep such books, records and accounts as may be necessary in order to record complete and correct entries relating to this Agreement. VOLUNTEER shall preserve and make available, at reasonable times for examination and audit of financial records, supporting documents, statistical records and any other documents pertinent to this 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.

- 13.4 Severability: 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 TOWN elects to terminate this Agreement.
- 13.5 Notice: Whenever 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 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 notice. Notice to be effective upon delivery.

FOR TOWN:

John Canada
Town Administrator
Town of Southwest Ranches
3111 Stirling Road
Ft. Lauderdale, Florida 33312

FOR VOLUNTEER:

Chief Dick Christensen
Southwest Ranches Volunteer
Fire-Rescue, Inc.
5101 S.W. 145th Ave.
Southwest Ranches, Florida 33330


TOWN ATTORNEY

Gary A. Poliakoff, J.D.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

- 13.6 Nondiscrimination: TOWN and VOLUNTEER 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, martial status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis of service delivery.
- 13.7 Performance: VOLUNTEER represents that all persons overseeing or directing the performance of the services required under this Agreement 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.
- 13.8 Amendments: Except as expressly authorized in this Agreement, no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by TOWN and VOLUNTEER.

IN WITNESS WHEREOF, this Agreement is accepted and executed on this _____ day of _____, 2001.

FOR SOUTHWEST RANCHES
VOLUNTEER FIRE RESCUE, INC.

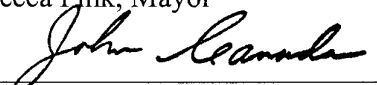


President

FOR TOWN OF SOUTHWEST RANCHES

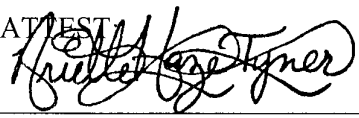


Mecca Fink, Mayor



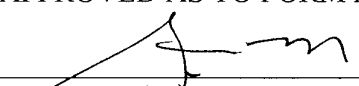
John Canada, Town Administrator

ATTEST



Arielle Haze Tyner, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:



Gary A. Poliakoff, J.D. Town Attorney

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TERMINATION

- 8.1 Notwithstanding any other provision(s) of this Agreement to the contrary, this Agreement may be terminated by VOLUNTEER in the event of a material breach of the Agreement by TOWN. The Town Administrator shall be the sole judge of whether a material breach has occurred. Furthermore, in the event that the Town Administrator determines that TOWN has materially breached the Agreement, TOWN shall have thirty (30) days to correct the breach. The TOWN, acting through the TOWN Council, shall have the right to terminate this Agreement at any time, should the Town Council determine that VOLUNTEER is acting in a manner contrary to the terms and conditions of this Agreement or in a manner, which the Town Council, in its sole discretion deemed detrimental to the TOWN's best interests.

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ARTICLE 10

INSURANCE

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INDEPENDENT CONTRACTOR

- 12.1 VOLUNTEER, for the purpose of this Agreement, is and shall remain an Independent Contractor.
- 12.2 Nothing herein, including the acts or omissions of VOLUNTEER shall be imputed to TOWN and TOWN shall at all times be entitled to the benefits of sovereign immunity as provided in Section 768.28, Florida Statutes, and common law. Nothing contained in this Agreement to the contrary shall be construed as a waiver of sovereign immunity.

ARTICLE 13

MISCELLANEOUS

- 13.1 Joint Preparation: 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 considered more severely against one of the parties than the other.
- 13.2 Merger This Agreement incorporates and includes all prior negotiations, correspondence, agreements, and 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 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 Agreement.
- 13.3 Records and Audit: VOLUNTEER shall maintain records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. TOWN shall have the right to audit the books and records and accounts of others that are related to this Agreement including, but not limited to, those related to costs. In addition, each party shall keep such books, records and accounts as may be necessary in order to record complete and correct entries relating to this Agreement. VOLUNTEER shall preserve and make available, at reasonable times for examination and audit of financial records, supporting documents, statistical records and any other documents pertinent to this 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.

- 13.4 Severability: 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 TOWN elects to terminate this Agreement.
- 13.5 Notice: Whenever 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 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 notice. Notice to be effective upon delivery.

FOR TOWN:

John Canada
Town Administrator
Town of Southwest Ranches
3111 Stirling Road
Ft. Lauderdale, Florida 33312

FOR VOLUNTEER:

Chief Dick Christensen
Southwest Ranches Volunteer
Fire-Rescue, Inc.
5101 S.W. 145th Ave.
Southwest Ranches, Florida 33330

TOWN ATTORNEY

Gary A. Poliakoff, J.D.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

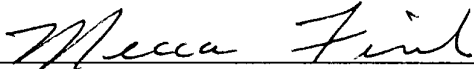
- 13.6 Nondiscrimination: TOWN and VOLUNTEER decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, martial status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis of service delivery.
- 13.7 Performance: VOLUNTEER represents that all persons overseeing or directing the performance of the services required under this Agreement 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.
- 13.8 Amendments: Except as expressly authorized in this Agreement, no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by TOWN and VOLUNTEER.

IN WITNESS WHEREOF, this Agreement is accepted and executed on this _____ day of _____, 2001.

FOR SOUTHWEST RANCHES
VOLUNTEER FIRE-RESCUE, INC.

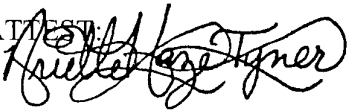
FOR TOWN OF SOUTHWEST RANCHES

President



Mecca Fink, Mayor

ATTEST




Arielle Haze Tyner, Town Clerk



John Canada, Town Administrator

APPROVED AS TO FORM AND CORRECTNESS:



Gary A. Poliakoff, J.D. Town Attorney

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