

RESOLUTION NO. 2008 - 053

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE AGREEMENT FOR THE DELIVERY OF FIRE/RESCUE SERVICES BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE BROWARD COUNTY SHERIFF TO EXTEND THE TERM OF THE AGREEMENT THROUGH SEPTEMBER 30, 2008; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FOURTH AMENDMENT TO THE AGREEMENT, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County and the Town of Southwest Ranches (herein referred to as "TOWN") entered into an Interlocal Agreement, and a First Amendment (hereinafter referred to as the "Agreement"), providing for Broward County to provide fire protection and emergency medical services to the TOWN; and

WHEREAS, Broward County and the Broward Sheriff's Office (herein referred to as, "SHERIFF") have entered into an Interlocal Agreement dated July 8, 2003 providing for the delivery of Fire/Rescue Services by SHERIFF on behalf of Broward County; and

WHEREAS, Broward County's obligation under the Agreement to provide fire protection and emergency medical services to the TOWN has been assigned to the SHERIFF through an assignment agreement between the SHERIFF, TOWN and Broward County ("Second Amendment"); and

WHEREAS, the TOWN and SHERIFF entered into a subsequent amendment ("Third Amendment"), which extended the agreement through September 30, 2007 at a monthly rate of fifty two thousand eighty three and 33/100 dollars (\$52,083.33); and

WHEREAS, the SHERIFF and TOWN are now desirous of renewing the Agreement on a month-to-month basis, at a rate of one hundred thousand dollars (\$100,000) per month, effective retroactively from October 1, 2007 through no later than September 30, 2008.

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 Fourth Amendment to the Agreement between TOWN and SHERIFF, 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 amendment to the 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. The term of the Agreement is hereby renewed on a month-to-month basis effective retroactively to October 1, 2007. The consideration payable by the TOWN to SHERIFF for fiscal year 2008 (October 1, 2007 – September 30, 2008) for fire/rescue services shall be one hundred thousand dollars (\$100,000.00) per month commencing October 1, 2007.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

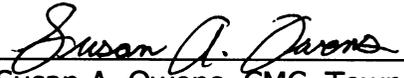
PASSED AND ADOPTED ON this 3RD day of April 2008, on a motion made by Council Member Steve Breitkreuz and seconded by Vice Mayor Jeff Nelson.

Fink	<u>Y</u>	Ayes	<u>5</u>
Nelson	<u>Y</u>	Nays	<u>0</u>
Breitkreuz	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Maines	<u>Y</u>		

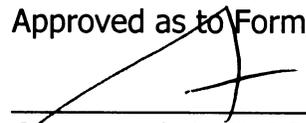
[SIGNATURES ON FOLLOWING PAGE]


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:


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

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**FOURTH AMENDMENT
TO THE AGREEMENT BY AND BETWEEN
THE SHERIFF OF BROWARD COUNTY AND
TOWN OF SOUTHWEST RANCHES
FOR
DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES**

This Fourth Amendment to the Agreement between the Sheriff of Broward County, Florida, (herein referred to as, "SHERIFF") and the Town of Southwest Ranches, a municipal corporation organized as existing under the laws of the State of Florida, (herein referred to as "TOWN") is made and entered this _____ day of _____, 2008.

WITNESSETH:

WHEREAS, Broward County and the Town of Southwest Ranches (herein referred to as "TOWN") entered into an Interlocal Agreement, and a First Amendment providing for Broward County to provide fire protection and emergency medical services to the TOWN; and

WHEREAS, Broward County and the Broward Sheriff's Office (herein referred to as, "SHERIFF") have entered into an Interlocal Agreement dated July 8, 2003 providing for the delivery of Fire/Rescue Services by SHERIFF on behalf of Broward County; and

WHEREAS, Broward County's obligation under the Agreement to provide fire protection and emergency medical services to the TOWN has been assigned to the SHERIFF through an assignment agreement between the SHERIFF, TOWN and Broward County ("Second Amendment"); and

WHEREAS, the TOWN and SHERIFF entered into a subsequent amendment ("Third Amendment"), which extended the agreement through September 30, 2007 at a monthly rate of fifty two thousand eighty three and 33/100 dollars (\$52,083.33); and

WHEREAS, the Interlocal Agreement, First Amendment, Second Amendment, and Third Amendment are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the SHERIFF and TOWN are now desirous of renewing the Agreement on a month-to-month basis, at a rate of one hundred thousand dollars (\$100,000) per month, effective retroactively from October 1, 2007 thru September 30, 2008.

NOW THEREFORE, in consideration of mutual terms and conditions contained herein, SHERIFF and TOWN agree as follows:

1. The term of the Agreement is hereby extended on a month-to-month basis effective retroactively to October 1, 2007 thru September 30, 2008, and shall not be further extended unless otherwise agreed to, in writing, by both parties.

2. Either party shall have the right to terminate this Agreement upon thirty (30) calendar days prior written notice of such termination to the other party.
3. The consideration payable by the TOWN to SHERIFF for fiscal year 2008 (October 1, 2007 – September 30, 2008) for fire/rescue services shall be one hundred thousand dollars (\$100,000.00) per month commencing October 1, 2007. Said payment shall be made by the fifteenth (15th) day of each month. Upon execution of this Amendment, the TOWN shall promptly pay to the SHERIFF any and all consideration due for fiscal year 2008 to date.
5. Except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

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FOURTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE SHERIFF OF BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES

IN WITNESS WHEREOF, this Amendment is accepted and executed on this _____ day of _____, 2008.

FOR TOWN OF SOUTHWEST RANCHES

MECCA FINK
Mayor

CHRISTOPHER J. RUSSO
Town Administrator

Attest:

Approved as to Form and Correctness:

SUSAN A. OWENS, CMC
Town Clerk

GARY A. POLIAKOFF, J.D.
Town Attorney

SHERIFF OF BROWARD COUNTY

AL LAMBERTI, SHERIFF

Date _____

Approved as to form and legal sufficiency
subject to execution by the parties:

By _____ Date _____
KIMBERLY KISSLAN
Interim General Counsel

h: docs\contract\Southwest Ranches FR Amend 3-12-08
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