

RESOLUTION NO. 2000-9


A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, APPROVING AN INTERIM INTERLOCAL AGREEMENT FOR MUNICIPAL LEVEL SERVICES PROVIDED BY BROWARD COUNTY; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

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

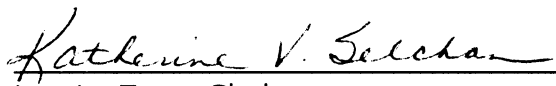
Section 1: The agreement between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the Town of Southwest Ranches, hereinafter referred to as "TOWN", for interim municipal level services provided by COUNTY, attached as Exhibit "A" is hereby approved.

Section 2: The Mayor, Town Administrator, and Town Attorney are authorized to execute said agreement.

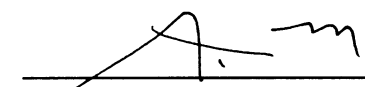
ADOPTED by the Town Council of the Town of Southwest Ranches, Broward County, Florida, this 8th day of August, 2000.

  
\_\_\_\_\_  
Mecca Fink, Mayor

Attest:

  
\_\_\_\_\_  
Interim Town Clerk

Approved as to Form and Correctness:

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

Return recorded document to:

Document prepared by:

---

INTERIM INTERLOCAL AGREEMENT FOR  
SERVICES PROVIDED BY BROWARD COUNTY

This is an Interim Interlocal Agreement, made and entered into by and between:  
BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred  
to as "COUNTY,"

AND

TOWN of SOUTHWEST RANCHES, a municipal corporation existing under the  
laws of the state of Florida, hereinafter referred to as "TOWN."

WHEREAS, this Agreement is entered into pursuant to § 163.01, Florida Statutes,  
also known as the "Florida Interlocal Cooperation Act of 1969;" and

WHEREAS, the TOWN wishes the COUNTY to continue to provide municipal level  
services to the TOWN until October 1, 2000; and

WHEREAS, the COUNTY is willing to continue to perform municipal level services  
pursuant to the terms and conditions hereafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and  
payments hereinafter set forth, COUNTY and TOWN agree as follows:

1. **SCOPE OF SERVICES:**

- 1.1. COUNTY agrees to continue to provide municipal level services to the  
residents of the TOWN in the same manner and at the same level as those

services were provided to the residents when the area was a part of the unincorporated area including, but not limited to, the following:

Fire Rescue  
Building Code Services  
Zoning Code Services  
Neighborhood Park Services  
Neighborhood Road Maintenance  
Traffic Engineering Services  
Lot Clearing Enforcement  
Garbage Collection  
School Crossing Guards  
Plat and Site Plan Review  
Comprehensive and Neighborhood Planning Services  
Internal Administrative Services to Support Above Services

- 1.2 TOWN hereby appoints the Broward County Building Official as the building official for the TOWN pursuant to the requirements of Section 201.1(A)(1) of the South Florida Building Code, which includes the authority to issue permits.
- 1.3 TOWN hereby appoints the Broward County Fire Marshall as the Fire Marshall for the TOWN and authorizes the Fire Marshall to perform the required duties set forth within the South Florida Building Code and applicable provisions of Florida Statute.
- 1.4 Broward County staff shall be available upon request for staff support services at meetings of the TOWN Council or its boards.

**2. TERM OF AGREEMENT:**

- 2.1 This Agreement shall become effective on August 15, 2000 and shall continue in full force and effect until midnight, on September 30, 2000.
- 2.2 This Agreement shall remain in full force and effect for the above referenced time frame.
- 2.3 All services set forth within this Agreement except Fire Rescue services may be continued for an additional thirty (30) days at the election of the TOWN. By September 15, 2000, COUNTY shall inform TOWN of the pro-rated amount which would be due to the COUNTY if the TOWN chooses to continue the Agreement for the additional **thirty (30) days**. If the COUNTY

receives written notification from the Mayor of the TOWN by September 27, 2000 that the TOWN wishes the services except Fire Rescue services, to continue for the additional 30 days, no further action of the County Commission shall be necessary. TOWN shall reimburse COUNTY within forty-five (45) days of the date of the termination of the services.

3. **COMPENSATION:**

Except as otherwise set forth within Section 2.3 above, compensation to the County for the above services will include the property taxes and special assessments levied for fiscal year 2000, all utility taxes, franchise fees, user fees, gas taxes, sales taxes, state revenue sharing, regulatory fees, license fees, permit fees, fines, grants and any other municipal-level revenues generated prior to October 1st, 2000.

4. **RATIFICATION:**

TOWN hereby ratifies all acts or services performed by COUNTY from date of the incorporation of the TOWN to the effective date of this Agreement.

5. **TERMINATION:**

This Agreement shall automatically terminate on September 30, 2000.

6. **NOTICES:**

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

**FOR COUNTY:**

County Administrator  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

**FOR TOWN:**

Mayor  
Town of Southwest Ranches

7. **MISCELLANEOUS PROVISIONS:**

7.1 **Assignment:** COUNTY shall perform the plan review services and/or permit inspections for planning approval provided for in this Agreement exclusively and solely for the TOWN which is a party to this Agreement. TOWN shall not have the right to assign this Agreement.

7.2 **Waiver:** The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

7.3 **Severability:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

7.4 **Entire Agreement:** It is understood and agreed that this Agreement incorporates and includes all prior negotiations, 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 Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7.5 **Modifications:** It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.6 **Counterpart Originals:**

The parties agree that this Agreement may be executed in counterparts, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the parties.

7.7 **Recording:**

This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 15<sup>th</sup> day of August, 2000, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

R. Albyl  
County Administrator and  
Ex-Officio Clerk of  
the Board of County  
Commissioners of Broward  
County, Florida

By S. Stenzinger  
Chair

15<sup>th</sup> day of August, 2000.



Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Edward A. Dion, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641


By Sharon L. Cruz  
~~Assistant~~ County Attorney  
Deputy

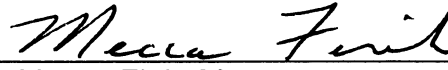
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF  
SOUTHWEST RANCHES FOR SERVICES PROVIDED BY BROWARD COUNTY.

TOWN

Witnesses:


TOWN OF SOUTHWEST RANCHES

  
\_\_\_\_\_  
*James P. Wand*  
\_\_\_\_\_

By   
Mecca Fink, Mayor

12 day of August, 2000

Approved as to Form and Correctness:

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

slc/wp  
swranches.a01  
8/10/000  
00-139