

**RESOLUTION NO. 2004-41**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE TOWN OF DAVIE; PROVIDING BACK UP RESPONSE, FIRE WELLS AND FIRE PROTECTION SERVICES; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, the Town of Southwest Ranches (Town) and the Town of Davie (Davie) entered into an Interlocal Agreement enabling the Town to contract for Fire/Rescue services on September 21, 2000, pursuant to Resolution 2000-13; and

**WHEREAS**, Davie and Town have had various meeting to discuss modifications to the Interlocal Agreement for improvements in the operational understanding and level of responsibilities for the fire/rescue services provided by Davie; and

**WHEREAS**, Davie and Town have agreed to first back up response dispatch; automatic aid; well inspection every six (6) months; withholding of payments if reports are not provide; Town contracting for well repair, replacement and renewal; development of a well maintenance system and fire protection services for new construction; and

**WHEREAS**, the Town needs to provide basic amendments to the agreement.

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

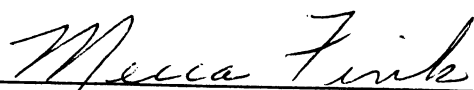
**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

**Section 2:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an amendment to the Interlocal 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.


*Pat mailed  
originals to  
Davie on 2/04  
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Pat Reg (Pat) case  
Davie 12/04*

**Section 3:** This Resolution shall become effective immediately upon its adoption.

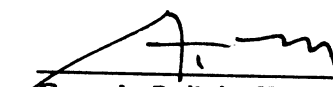
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of February 2004.

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

Attest:

  
\_\_\_\_\_  
Shari Canada, Town Clerk

Approved as to Form and Correctness:

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

830046\_1.DOC

**AMENDMENT  
TO THE AGREEMENT BY AND BETWEEN  
TOWN OF DAVIE AND TOWN OF SOUTHWEST RANCHES  
FOR  
DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES**

This amendment to the agreement between Town of Davie, a Florida municipal corporation, (herein referred to as, "DAVIE") and the Town of Southwest Ranches, a Florida municipal corporation, (herein referred to as "TOWN") is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2004.

**WITNESSETH:**

**WHEREAS**, on October 4, 2000, DAVIE and TOWN entered into an agreement for the Delivery of Emergency Medical and Fire Protection Services; and

**WHEREAS**, the parties are desirous of amending the agreement.

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

1. The following provision will be added

3.7

DAVIE agrees that Broward County 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 County Sheriff's Office Fire Rescue Department for the delivery of fire and emergency medical services to the Town of Southwest Ranches.

4.11

DAVIE shall provide TOWN with records of such inspections monthly ~~upon TOWN's request~~.

4.11(a)

Services to be provided in Section 4.11 shall be defined from no less than twice per year to once every six (6) months.

4.11(b)

Failure of DAVIE to provide timely reports shall allow the TOWN to withhold payment for services until reports are provided.

4.11(c)

TOWN will contract and pay for the repair, replacement and installation of new hydrants and wells, as identified and as necessary.

4.11(d)

DAVIE and TOWN will develop and implement a hydrant and well maintenance system by May 1, 2004.

4.12(a)

At the request of the TOWN, fire prevention services for new construction will not be provided by DAVIE.

11

DAVIE shall submit a quarterly report, ~~or upon request of TOWN~~ addressing the status.....pursuant to this Interlocal Agreement.

**IN WITNESS WHEREOF**, this Agreement is accepted and executed on this 12<sup>th</sup> day of February 2004.

FOR TOWN OF DAVIE

FOR TOWN OF SOUTHWEST RANCHES

\_\_\_\_\_

\_\_\_\_\_

Mecca Fink, Mayor

\_\_\_\_\_

Print Name Above

\_\_\_\_\_

John Canada, Town Administrator

Attest:

\_\_\_\_\_

Shari Canada  
Town Clerk

Approved as to Form and Correctness:

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Gary Poliakoff, Town Attorney

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1)  
2)

Date/Time: Dec.20. 2004 4:40PM

File	No. Mode	Destination	Pg (s)	Result	Page Not Sent
0114	Memory TX	9547971234	P. 3	OK	

Reason for error

E.1) Hang up or line fail  
E.3) No answer

E.2) Busy  
E.4) No facsimile connection

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