

RESOLUTION NO. 2004 – 62

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ASSIGNMENT OF THE DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES AGREEMENT WITH BROWARD COUNTY TO KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE FIRST AMENDMENT TO THE AGREEMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO PREPARE THE NECESSARY MODIFICATIONS TO THE AGREEMENT FOR THE PURPOSE OF SATISFYING THE ASSIGNMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the first three years of the Town's incorporation, Broward County provided for the Delivery of Emergency Medical and Fire Protection Services; and

WHEREAS, on October 1, 2003, the Broward Sheriff's Office entered into an Agreement with Broward County to provide for the Delivery of Emergency Medical and Fire Protection Services to all current contract holders; and

WHEREAS, the Town of Southwest Ranches has an Agreement with Broward County for the Delivery of Emergency Medical and Fire Protection Services; and

WHEREAS, Article 17 of the Town's Agreement specifically states that the Contract can only be an assignment upon the written approval of both parties; and

WHEREAS, the Town Administrator has met with the Broward Sheriff's Office and has been assured that the service levels provided within the Agreement would be honored and continued; and

WHEREAS, the Broward Sheriff's Office has agreed to amend the Agreement to provide for better service levels; and

WHEREAS, the Town Administrator recommends that the Town Council grant written approval of the assignment from Broward County to the Broward Sheriff's Office for emergency medical and fire protection services.

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

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

Section 2. The Town Council hereby authorizes the Town Administrator to prepare the appropriate documentation to provide the written approval from the Town Council for the assignment of the Delivery of Emergency Medical and Fire Protection Services, in substantially the same form as that attached hereto as Exhibit "A", and to make such modifications, additions and/or deletions which is deem necessary and proper to effectuate the intent of this Resolution.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Amendment to the Agreement in substantially the same form as that attached hereto as Exhibit "B" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 13 day of May 2004, on a motion by Vice Mayor Knight and seconded by Council Member Nelson.

Fink	<u>Y</u>	Ayes	<u>5</u>
Knight	<u>Y</u>	Nays	<u> </u>
Blanton	<u>Y</u>	Absent or	<u> </u>
Maines	<u>Y</u>	Abstaining	<u> </u>
Nelson	<u>Y</u>		

Mecca Fink

Mecca Fink, Mayor

ATTEST:

Shari Canada
Shari Canada, Town Clerk

Approved as to Form and Correctness:

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

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ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT

Among

BROWARD COUNTY

And

TOWN OF SOUTHWEST RANCHES

And

KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA

Relating to

DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION
SERVICES BY BROWARD COUNTY

ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT

Among

BROWARD COUNTY

And

TOWN OF SOUTHWEST RANCHES

And

KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA

Relating to

DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION
SERVICES BY BROWARD COUNTY

THIS ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT ("Assignment Agreement") is made by and among BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners

AND

TOWN OF SOUTHWEST RANCHES, a Florida municipal corporation, its successors and assigns, hereinafter referred to as "TOWN,"

AND

KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA, hereinafter referred to as "SHERIFF."

WITNESSETH

WHEREAS, COUNTY and TOWN entered into an Interlocal Agreement, and a First Amendment to Agreement providing for COUNTY to provide fire protection and emergency medical services to TOWN; a copy of said Southwest Ranches Interlocal Agreement is incorporated herein by reference; and

WHEREAS, COUNTY and SHERIFF have entered into an Interlocal Agreement, dated July 1, 2003; providing for the delivery of Fire/Rescue services by SHERIFF on

behalf of COUNTY; a copy of said Interlocal Agreement is incorporated herein by reference and hereinafter referred to as "Sheriff Interlocal Agreement"; and

WHEREAS, the parties to this Assignment Agreement have prepared a document hereinafter referred to as the "SW Ranches Interlocal Agreement," restating and including the terms of the original Interlocal Agreement and the First Amendment into one document, and further acknowledging that the SW Ranches Interlocal Agreement contains the current contractual relationship for EMS and fire protection services between TOWN and COUNTY; and

WHEREAS, COUNTY, TOWN, and SHERIFF desire to enter into this Assignment Agreement in order to formalize the assignment to SHERIFF of COUNTY's rights, obligations and responsibilities under the SW Ranches Interlocal Agreement; NOW, THEREFORE,

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

ARTICLE 1

DEFINED TERMS; RATIFICATION; CONFLICTS

- 1.1 DEFINED TERMS. All defined terms in this Assignment Agreement shall have the same meaning as in the SW Ranches Interlocal Agreement except as otherwise noted.
- 1.2 RATIFICATION. Except as amended and modified by this Assignment Agreement, all of the terms, covenants, conditions, and agreements of the SW Ranches Interlocal Agreement are hereby ratified and shall remain in full force and effect.
- 1.3 CONFLICTS. In the event of any conflict between the provisions of the SW Ranches Interlocal Agreement and the provisions of this Assignment Agreement, the provisions of this Assignment Agreement shall control.

ARTICLE 2

EFFECTIVENESS

The Effective Date of this Assignment Agreement shall be October 1, 2003. The assignment is expressly subject to and contingent upon the approval and execution of this Assignment Agreement by all parties. For COUNTY, the County Administrator shall execute pursuant to the authority granted him by the Board.

ARTICLE 3

ESTOPPEL

The SW Ranches Interlocal Agreement is the sole agreement pertaining to the provision of fire protection and emergency medical services by COUNTY within TOWN's boundaries and the SW Ranches Interlocal Agreement has not been modified in any manner. Neither COUNTY nor TOWN has given a notice of default under the SW Ranches Interlocal Agreement to the other party, neither COUNTY nor TOWN is in default of its obligations under the SW Ranches Interlocal Agreement, and no circumstances exist which, with the giving of notice or passage of time, would ripen into a default under the SW Ranches Interlocal Agreement. COUNTY and TOWN acknowledge and agree that all obligations of the parties under the SW Ranches Interlocal Agreement up to the Effective Date of this Assignment Agreement have been fully performed and paid for by the respective parties.

ARTICLE 4

ASSIGNMENT AND DELEGATION

- 4.1 COUNTY does hereby assign and delegate to SHERIFF, as assignee, all of its rights, title and interest in and to the SW Ranches Interlocal Agreement between COUNTY and TOWN including all rights, title and interest in all reports, documents, or other data prepared and/or provided by COUNTY thereunder in connection with or related to the SW Ranches Interlocal Agreement, except as provided in Section 4.5 herein.
- 4.2 SHERIFF, as assignee, hereby accepts the assignment and delegation of the SW Ranches Interlocal Agreement on and subsequent to the Effective Date of this Assignment Agreement, except as provided in Section 4.5 herein. SHERIFF further agrees to assume all of COUNTY's obligations thereunder that are incurred on or after the Effective Date and agrees to perform and keep all of the terms, conditions, covenants, agreements, liabilities and obligations to be performed thereunder from and after the Effective Date of this Assignment Agreement, except as provided in Section 4.5 herein. COUNTY shall continue to be responsible for any and all liabilities and obligations incurred prior to the Effective Date.
- 4.3 TOWN hereby acknowledges and consents to the assignment and delegation by COUNTY to SHERIFF of the SW Ranches Interlocal Agreement as set forth herein, and SHERIFF agrees to perform its obligations hereunder and be bound to TOWN pursuant to the terms of the SW Ranches Interlocal Agreement, except as provided in Section 4.5 herein.
- 4.4 The parties acknowledge that COUNTY's obligation, in Section 4.9 of the SW Ranches Interlocal Agreement, to install the twenty-five (25) wells has been

performed and is not being delegated to SHERIFF pursuant to the terms of this Assignment Agreement.

- 4.5 In the event the contractual obligations assigned to SHERIFF are contrary to the terms of the Interlocal Agreement between SHERIFF and COUNTY, COUNTY shall remain responsible for such obligations to the extent provided in the Interlocal Agreement.

ARTICLE 5

RELEASE

COUNTY and TOWN hereby release and forever discharge each other, and their respective successors and assigns for all actions, causes of actions, suits, debts, damages, judgments, claims, demands, agreements, promises and obligations whatsoever, in law or in equity, which each party had, now has or which any successor or assign of each party can, shall or may have, against each other arising out of, related to, or in connection with the rights and obligations granted and accruing under the SW Ranches Interlocal Agreement, except for those provisions of the Weston Interlocal Agreement described in Section 4.5 above, which have not been assigned to SHERIFF, that occur after the Effective Date of this Assignment Agreement or which did not arise out of or during the term of the SW Ranches Interlocal Agreement between COUNTY and TOWN.

ARTICLE 6

AMENDMENT OF TERMS AND CONDITIONS OF ORIGINAL AGREEMENT

- 6.1 On the Effective Date of this Assignment Agreement, all references in the SW Ranches Interlocal Agreement to "COUNTY," as they relate to rights, obligations and duties of COUNTY shall be deemed to refer to "SHERIFF" in order to effectuate the intent of the parties under this Assignment Agreement, except for those provisions described in Sections 4.4 and 4.5 herein.
- 6.2 Section 4.9 of the SW Ranches Interlocal Agreement is hereby amended as follows:

~~COUNTY shall install twenty five (25) fire wells at no additional cost to TOWN. COUNTY shall provide TOWN with the locations and projected date of installation of the wells to be installed in the Service Area. COUNTY will assist TOWN in installing the wells referenced herein in order to maintain the Service Area's Insurance Service Office ("ISO") rating of 3. COUNTY and TOWN agree to negotiate in good faith relative to the installation of additional fire wells during the renewal term(s) of this Agreement. The TOWN shall be responsible for the cost of any additional or replacement wells along with the cost of any maintenance or repairs to any and all fire wells within the TOWN.~~

- 6.3 Section 17.9, NOTICES, of the SW Ranches Interlocal Agreement is hereby amended to include an address for SHERIFF, as assignee after the Effective Date of this Assignment Agreement:

FOR SHERIFF:

Kenneth C. Jenne, II, Sheriff
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

with a copy to:

Department of Legal Affairs
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

- 6.4 Article 12, entitled "LIABILITY," is amended to add a new Section 12.6 to read as follows:

12.6 For purposes of this Article, the use of the word "individually" is intend to refer to each agency's independent responsibilities and shall not be construed, in any manner, to impose personal liability upon SHERIFF, COUNTY Commissioners, TOWN Commissioners or any other individual.

ARTICLE 7

SEVERANCE

In the event a portion of this Assignment Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

ARTICLE 8

JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Assignment Agreement has been their joint effort. The language agreed to expresses their mutual intent 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.

ARTICLE 9

APPLICABLE LAW AND VENUE

This Assignment Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Assignment Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Assignment Agreement, COUNTY, TOWN and SHERIFF hereby expressly waive any rights any party may have to a trial by jury of any civil litigation related to, or arising out of this Assignment Agreement. Each party shall bear its own attorney fees in any litigation or proceeding arising under this Assignment Agreement.

ARTICLE 10

THIRD PARTY RIGHTS

Nothing in this Assignment Agreement shall be construed to give any rights or benefits to anyone other than COUNTY, TOWN or SHERIFF.

ARTICLE 11

SUCCESSORS AND ASSIGNS

This Assignment Agreement shall inure to and be binding upon the authorized successors and assigns of the parties.

ARTICLE 12

WHEREAS CLAUSES

The information contained in the Whereas Clauses set forth above is true and correct, and is hereby incorporated into the body of this Assignment Agreement.

ARTICLE 13

MULTIPLE ORIGINALS

Multiple copies of this Assignment Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 14

RECORDATION / FILING

The County Administrator and Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Assignment Agreement by SHERIFF and governing bodies of TOWN and COUNTY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Assignment Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

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ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT AMONG BROWARD COUNTY, TOWN OF SOUTHWEST RANCHES AND KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment Agreement: BROWARD COUNTY through its County Administrator, authorized to execute same; TOWN, signing by and through its _____, duly authorized to execute same and SHERIFF, signing by and through himself or his duly authorized representative.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

By _____
ROGER J. DESJARLAIS

___ day of _____, 20__.

Approved as to form by
Office of the County Attorney
for 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 _____
PATRICE M. EICHEN (Date)
Assistant County Attorney

ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT AMONG BROWARD COUNTY, TOWN OF SOUTHWEST RANCHES AND KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA

TOWN

ATTEST:

TOWN OF SOUTHWEST RANCHES

Town Clerk

By _____
Mayor

_____ day of _____, 20____.

(CORPORATE SEAL)

By _____
Town Manager

APPROVED AS TO FORM:

By _____
Assistant Town Attorney

SHERIFF

WITNESSES:

By _____
Kenneth C. Jenne, II, Sheriff

_____ day of _____, 20____.

Approved as to form and legal content:

By _____
Department of Legal Affairs

**AMENDMENT
TO THE AGREEMENT BY AND BETWEEN
KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY AND
TOWN OF SOUTHWEST RANCHES
FOR
DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES**

This Amendment to the Agreement between Kenneth C. Jenne, II, 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 _____, 2004.

WITNESSETH:

WHEREAS, Broward County and 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 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;

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;

WHEREAS, the parties are desirous of amending the Agreement as set forth herein.

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

1. The following provision will be added to Section 3:

3.6 SHERIFF will make a good faith effort to negotiate an automatic aid agreement with the Town of Davie for the delivery of fire and emergency medical services to the Town of Southwest Ranches. It is the desire of the TOWN that the Town of Davie serve as the first back up units called for dispatch for all fire/rescue services for the TOWN.

3.7 If the SHERIFF and Town of Davie reach an agreement, the SHERIFF's Regional Fire Rescue Communications Center shall dispatch the closest unit to respond to requests for service within the TOWN. Response profiles shall be developed and implemented administratively.

2. Paragraph 4.8 of the Agreement is amended in its entirety to read as follows:

~~4.8 COUNTY SHERIFF shall inspect, test, and repair all fire hydrants and fire wells within the Service Area once every six (6) months. no less than twice per year. COUNTY SHERIFF shall provide TOWN with records of such inspections upon TOWN's request. monthly. COUNTY SHERIFF shall report to TOWN any hydrants or wells requiring maintenance or repairs, along with any recommended locations for additional hydrants or wells, or the locations of any wells installed pursuant to Section 4.9.~~

3. The following provisions shall be added to Section 4:

4.12 The TOWN shall be responsible for the repair, replacement and installation of new hydrants and wells, as identified and as necessary.

4.13 On or before June 1, 2004, SHERIFF and TOWN will develop and implement a hydrant and well maintenance system.

4.14 At the request of the Town Manager, fire prevention services for new construction and well inspections may be added to the services provided by the SHERIFF at fees agreed to by the Town Manager and SHERIFF or his designee. In the event the SHERIFF fails to provide timely reports regarding such inspections, the TOWN may withhold payment for such inspections until such reports are provided.

4. Article II, First Sentence, shall be amended in its entirety to read as follows:

SHERIFF shall submit a quarterly report, ~~or upon request of TOWN,~~ addressing the status and activities of SHERIFF's fire rescue services provided to TOWN during SHERIFF's fiscal year pursuant to this Interlocal Agreement.

5. Except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted and executed on this _____ day of _____, 2004.

FOR TOWN OF SOUTHWEST RANCHES

MECCA FINK
Mayor

JOHN CANADA
Town administrator

Attest:

Approved as to Form and Correctness:

SHARI CANADA
Town Clerk

GARY POLIAKOFF
Town Attorney

FOR BROWARD SHERIFF'S OFFICE DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES

KENNETH C. JENNE, II
Sheriff

Date _____

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

By _____
Department of Legal Affairs

Date _____