

**RESOLUTION NO. 2008 - 006**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE BROWARD COUNTY SHERIFF TO EXTEND THE TERM OF THE AGREEMENT THROUGH SEPTEMBER 30, 2007; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE THIRD 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; and

**WHEREAS**, on September 7, 2006 the TOWN approved Resolution No. 2006-094, which extended the Agreement through September 30, 2006 at a rate of \$52,083.33 per month; and

**WHEREAS**, the parties are desirous of entering into the Third Amendment to the Agreement to extend the Agreement through September 30, 2007 at the 2006 rate.

**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.

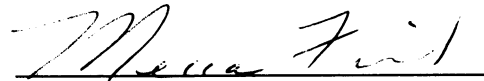
**Section 2.** The Town Council hereby approves the Third Amendment to the Agreement between TOWN and SHERIFF, in substantially the same form as that attached hereto as Exhibit "A".

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 4<sup>th</sup> day of October 2007, on a motion by Council Member Jeff Nelson and seconded by Council Member Aster Knight.


|            |               |            |          |
|------------|---------------|------------|----------|
| Fink       | <u>Absent</u> | Ayes       | <u>4</u> |
| Maines     | <u>Y</u>      | Nays       | <u>0</u> |
| Breitkreuz | <u>Y</u>      | Absent     | <u>1</u> |
| Knight     | <u>Y</u>      | Abstaining | <u>0</u> |
| Nelson     | <u>Y</u>      |            |          |

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

ATTEST:

  
\_\_\_\_\_  
Susan A. Owens, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Pollakoff, J.D., Town Attorney  
FTL\_DB: 1074809\_1

**Exhibit A**

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

This Third 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 November, 2007.

**WITNESSETH**

**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; and

**WHEREAS**, on September 22, 2006 the TOWN and SHERIFF extended the Agreement through September 30, 2006 at a rate of \$52,083.33 per month; and

**WHEREAS**, the parties are desirous of entering into the Third Amendment to the Agreement to extend the Agreement through September 30, 2007 at the 2006 rate.

**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 through September 30, 2007 and may be renewed thereafter upon mutual agreement of both parties.
2. Except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

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

**IN WITNESS WHEREOF**, this Amendment is accepted and executed this \_\_\_\_\_ day of November, 2007.

**FOR TOWN OF SOUTHWEST RANCHES**

\_\_\_\_\_  
MECCA FINK  
Mayor

\_\_\_\_\_  
CHRISTOPHER J. RUSSO  
Town Administrator

Approved as to Form and Correctness:

\_\_\_\_\_  
SUSAN A. OWENS  
Town Clerk

\_\_\_\_\_  
GARY A. POLIAKOFF  
Town Attorney

**[SHERIFF SIGNATURE ON FOLLOWING PAGE]**

**SHERIFF OF BROWARD COUNTY**

\_\_\_\_\_  
(Sign Above)

By: \_\_\_\_\_  
(Print Name Above)

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

By: \_\_\_\_\_  
(Sign Name Above)

\_\_\_\_\_  
(Print Name Above), General Counsel