

RESOLUTION NO. 2009 - 016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES; AMENDING THE AGREEMENT TO PROVIDE EMERGENCY FUEL FOR THE VOLUNTEER FIREFIGHTERS' FIRE VEHICLES AND FIRE APPARATUS; AMENDING THE AGREEMENT TO REQUIRE THE SHERIFF TO PAY THE TOWN DIRECTLY FOR RESPONSE CALLS WITHIN THE WEST BROWARD AREA RATHER THAN CREDITING THE TOWN'S MONTHLY SERVICE FEE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 24, 2008, pursuant to Resolution 2008-086, the Town approved an agreement with the Sheriff of Broward County ("Sheriff") for the delivery of emergency medical, fire protection, and fire prevention services; and

WHEREAS, the Town and Sheriff entered into the Agreement on August 8, 2008; and

WHEREAS, the Agreement is silent as it relates to Sheriff providing emergency fuel for the Town's Volunteer Firefighters for fire vehicles and fire apparatus; and

WHEREAS, the Town desires the Sheriff to provide fuel, if available, in an emergency situation to the Town's Volunteer Firefighters; and

WHEREAS, the Agreement currently provides that Sheriff is to credit the Town's monthly service fee for response calls within the West Broward Area; and

WHEREAS, the current payment system makes it more difficult to audit the books and to account for the different monthly payments; and

WHEREAS, Sheriff and the Town desire to clean up this process by having the Town pay its monthly amount and requiring the Sheriff to issue the Town a payment for service to the West Broward Area on or before the 15th day of the following month; and

WHEREAS, the Town believes that this modification is in the best interest of the health, safety, and welfare of the Town's residents;

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 approves the First Modification to the Agreement between the Town and the Sheriff of Broward County for Delivery of Emergency Medical, Fire Protection and Fire Prevention Services.

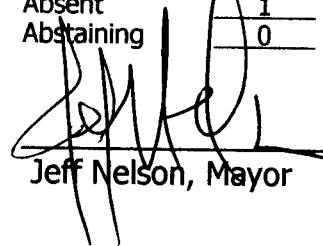
Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into this First Modification to the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary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

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 13th day of November 2008, on a motion by Vice Mayor Steve Breitkreuz and seconded by Council Member Doug McKay.

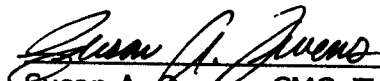
Nelson	<u>Y</u>
Breitkreuz	<u>Y</u>
Fisikelli	<u>Y</u>
Knight	<u>ABSENT</u>
McKay	<u>Y</u>

Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>
Abstaining	<u>0</u>




Jeff Nelson, Mayor

Attest:



Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: 1151787_1

**FIRST 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 First 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, on or about August 8, 2008, SHERIFF and TOWN entered into an Interlocal Agreement for the SHERIFF to provide fire protection and emergency medical services to the TOWN (hereinafter referred to as the "Agreement"); and

WHEREAS, the SHERIFF and TOWN are now desirous of amending the Agreement by modifying the terms related to the SHERIFF's payment to the TOWN for services provided by the TOWN to the West Broward Area and to include provisions addressing emergency fueling for the Southwest Ranches Volunteer Fire Department during a declared disaster.

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

1. The following provisions shall be added to the Agreement as Section 3.7:

In the event of a declared disaster, SHERIFF shall provide the Southwest Ranches Volunteer Fire Department with fuel for its fire vehicles and fire apparatus provided there is adequate fuel for the SHERIFF's vehicles and apparatus. The TOWN will pay the SHERIFF for the cost of the fuel upon receipt of an invoice from the SHERIFF.

2. Section 18.2 shall be amended in its entirety to read as follows:

The TOWN will receive the Broward County approved per call rate for each call that the SHERIFF responds to the West Broward Area with the personnel and apparatus assigned to the Town's fire station. The Broward County approved rate on the Effective Date of this Agreement is one thousand dollars (\$1,000.00) per call. In the event Broward County approves a higher per call rate, the TOWN shall be entitled to such rate for calls in which the SHERIFF responds to the West Broward Area with personnel and apparatus assigned to the Town's fire station. The aggregate monthly amount that the TOWN is entitled to pursuant to the provisions of this Article 18.2 shall be ~~credited against the consideration payable by the TOWN to SHERIFF for the~~

subsequent month paid by the SHERIFF to the TOWN on or before the 15th day of the following month.

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

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FIRST 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

JEFF NELSON
Mayor

BERT WRAINS
Interim 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 _____
JUDITH LEVINE
General Counsel