

RESOLUTION 2011 - 041

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTED PURSUANT TO SECTION 164.1052, FLORIDA STATUTES, DECLARING THE INTENT OF THE TOWN COUNCIL TO INITIATE THE CONFLICT RESOLUTION PROCEDURES SET FORTH IN CHAPTER 164, FLORIDA STATUTES; FINDING THAT A CONFLICT EXISTS WITH THE TOWN OF DAVIE, ARISING FROM THE TOWN OF DAVIE'S APPARENT TORTIOUS INTERFERENCE WITH THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES, THE SHERIFF OF BROWARD COUNTY, AND COOPER CITY FOR THE DELIVERY OF EMERGENCY MEDICAL FIRE PROTECTION AND FIRE PREVENTION SERVICES TO THE TOWN OF SOUTHWEST RANCHES; DIRECTING THE TOWN ADMINISTRATOR TO PREPARE AND TO FORWARD A CERTIFIED COPY OF THIS RESOLUTION AND THE REQUIRED CERTIFIED LETTER TO THE TOWN OF DAVIE'S TOWN ADMINISTRATOR AND TO OTHER GOVERNMENTAL UNITS PURSUANT TO SECTION 164.1052, FLORIDA STATUTES; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after negotiations with the Town of Davie ("Davie") failed, the Town of Southwest Ranches ("Southwest Ranches") entered into an Agreement with the Sheriff of Broward County ("BSO") and Cooper City for the Delivery of Emergency Medical Fire Protection and Fire Prevention Services; and

WHEREAS, while guaranteeing the same response times, Southwest Ranches' new Agreement saves Southwest Ranches approximately \$700,000 annually through the utilization of a multi-purpose "hybrid" vehicle and the sharing with Cooper City of a new ALS Rescue Transport unit to be stationed in Cooper City; and

WHEREAS, although Cooper City gained an additional ALS Rescue Transport as part of the Agreement, on February 10, 2011, Cooper City Fire Chief, Richard J. Sievers, sent Cooper City Manager Bruce Loucks a memorandum advising that he had a conversation with Davie Fire Rescue in which Davie advised that it would be cancelling its Automatic Aid Agreement with Cooper City if Southwest Ranches reduced its fire personnel; and

WHEREAS, despite the fact that the Southwest Ranches' Agreement has no bearing on the Town of Davie, and the fact that the Agreement actually enhances Cooper City's transport capabilities through the addition of an ALS Rescue Transport unit, as a direct result of Davie's apparent tortious interference, on February 23, 2011, Cooper City voted to terminate its portion of the Agreement; and

WHEREAS, as a direct result of Davie's intentional actions Southwest Ranches has been economically impacted in an amount greater than \$3.5 million; and

WHEREAS, Chapter 164, Florida Statutes, entitled the "Florida Governmental Conflicts Resolution Act," ("Act") provides that governmental entities in dispute must attempt to negotiate their differences pursuant to the procedures outlined in the Act prior to commencing litigation regarding the conflict; and

WHEREAS, Section 164.1052, Florida Statutes, requires the governing body of the government entity initiating the conflict resolution procedures to adopt a resolution expressing its intent to initiate such procedure; and

WHEREAS, this Resolution seeks to comply with the statutory requirements.

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

Section 1. The above-referenced "WHEREAS" clauses are true and correct and are incorporated herein by reference.

Section 2. The Town Council of the Town of Southwest Ranches, Florida, hereby expresses its intent to initiate the conflict resolution procedure pursuant to section 164.1052, Florida Statutes, with the Town of Davie concerning the Town of Davie's apparent tortious interference with Southwest Ranches Agreement with the Sheriff of Broward County and Cooper City for the Delivery of Emergency Medical Fire Protection and Fire Prevention Services.

Section 3. The Town Council of the Town of Southwest Ranches finds that it has a conflict with the Town of Davie concerning Davie's above-referenced apparent tortious interference. The issues in conflict include Davie's interference with the Town's Agreement and the impact to Southwest Ranches by Davie's intentional actions.

Section 4. The Town Council of the Town of Southwest Ranches, Florida, hereby directs the Town Administrator through coordination with the Town Attorney, to forward a certified copy of this Resolution, as well as the required Conflict Resolution Letter, to Davie's Town Administrator, within five (5) days, by certified mail, return receipt requested, pursuant to Section 164.1052(1), Florida Statutes. The Conflict Resolution Letter shall include all items required by Section 164.1052(1), Florida Statutes, including without limitation:

- a. Description of the conflict between Southwest Ranches and Davie;
- b. List of governmental entities with which the Town has a conflict;
- c. The Town's justification for initiating the conflict resolution procedures of this Act;
- d. Suggestions as to which individuals should be in attendance at the Conflict Assessment Meeting.

The Town Administrator is directed to also send a copy of the letter to any other state, county or other local governmental entity that may be affected by the Davie's actions or by a settlement arising out of the Conflict Assessment Meeting, or whose interests may be substantially affected by the resolution of the conflict, or any other governmental entity the Town Administrator seems appropriate.

Section 5. The appropriate Town officials are hereby authorized and directed to take all steps necessary to effectuate this Resolution.

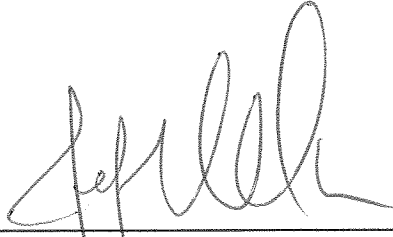
Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 7. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 10TH day of March, 2011, on a motion by Vice Mayor Fisikelli and seconded by Council Member Breitkreuz.

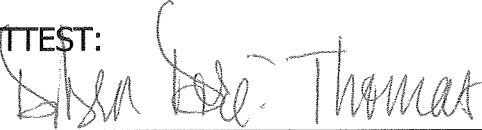
Nelson	<u>AYE</u>
Fisikelli	<u>AYE</u>
Breitkreuz	<u>AYE</u>
Jablonski	<u>AYE</u>
McKay	<u>AYE</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>



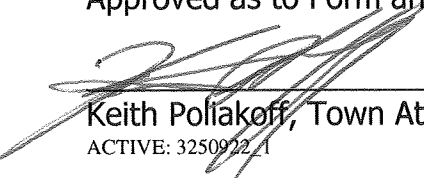
Jeff Nelson, Mayor

ATTEST:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, Town Attorney
ACTIVE: 3250922_1