

RESOLUTION NO. 2006 – 024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CITY OF PEMBROKE PINES REGARDING LOCAL ROADWAYS AND OTHER MATTERS; REPEALING, THROUGH THE INTERLOCAL AGREEMENT, ORDINANCE NO. 2004-10 RELATING TO THE CLOSURE OF SW 199th AVENUE; REPEALING, THROUGH THE INTERLOCAL AGREEMENT, ORDINANCE NO. 2005-02 RELATING TO THE CLOSURE OF SW 202nd AVENUE AND SW 205th AVENUE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE INTERLOCAL AGREEMENT AND TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2004-10, the Town closed SW 199th Avenue at its border with the City of Pembroke Pines (hereinafter the "City") in December, 2004; and

WHEREAS, in April, 2005, the Town Council enacted Ordinance No. 2005-02 providing for the closure of SW 202nd Avenue and SW 205th Avenue at the border with the City; and

WHEREAS, on May 18, 2005, the City Commission adopted Resolution 3040 pursuant to Section 164.1052, Florida Statutes, to initiate the Conflict Resolution Process of Chapter 164, and a copy of the Resolution was forwarded to the Town Administrator and other parties which the City believed may be affected by the dispute between the City and the Town; and

WHEREAS, on or about June 23, 2005, the Town closed SW 202nd Avenue and SW 205th Avenue at its border with the City; and

WHEREAS, on June 30, 2005, the City's Manager and the Town's Administrator conducted in good faith the Conflict Assessment Meeting pursuant to Section 164.1053(1), Florida Statutes; and

WHEREAS, on September 21, 2005, the City Commission and Town Council conducted a joint public meeting in good faith, pursuant to Section 164.1055, Florida Statutes, to consider resolution of the conflict, which meeting was continued to October 24, 2005; and

WHEREAS, after the October 24, 2005 meeting was cancelled due to Hurricane Wilma, the City Commission and the Town Council met again in good faith in a joint public meeting on November 14, 2005, to discuss resolution of the conflict; and

WHEREAS, the City Commission and the Town Council reached a consensus on certain terms to resolve the dispute, and agreed that each municipality would formally consider this Interlocal Agreement; and

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 Interlocal Agreement between the City of Pembroke Pines and the Town of Southwest Ranches regarding local roadways and other matters, attached hereto as Exhibit "A".

Section 3. The Town Council hereby consents and agrees that in furtherance of Section 163.01, Florida Statutes, this Interlocal Agreement effectively repeals Ordinance No. 2004-10 relating to the closure of 199th Avenue and Ordinance No. 2005-02 relating to the closure of SW 202nd Avenue and SW 205th Avenue.

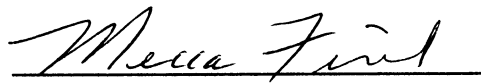
Section 4. The Mayor, Town Administrator and Town Attorney are each authorized to execute the Interlocal Agreement and any and all documents necessary to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 20th day of December, on a motion by Council Member Forest Blanton and seconded by Council Member Don Maines.

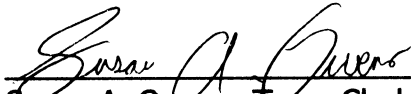
Fink	<u>Y</u>	Ayes	<u>3</u>
Blanton	<u>Y</u>	Nays	<u>2</u>
Knight	<u>N</u>	Absent	<u>0</u>
Maines	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>N</u>		

[Signatures on Following Page]




Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
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THIS INSTRUMENT WAS PREPARED BY:
SAMUEL S. GOREN, ESQUIRE, GOREN,
CHEROFF, DOODY & EZROL, P. A., 3099 E
Commercial Blvd., Suite 200 Fort Lauderdale,
Florida 33308

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF PEMBROKE PINES AND THE TOWN OF
SOUTHWEST RANCHES REGARDING LOCAL
ROADWAYS AND OTHER MATTERS**

This is an Interlocal Agreement, made and entered into this ____ day of December, 2005,
by and between the following parties:

CITY OF PEMBROKE PINES, a municipal corporation existing
under the laws of the state of Florida, hereinafter referred to as
"CITY,"

and

TOWN OF SOUTHWEST RANCHES, a municipal corporation
existing under the laws of the state of Florida, hereinafter referred
to as "TOWN,"

WITNESSETH:

WHEREAS, this Agreement is entered into pursuant to §163.01, Florida Statutes, also
known as the "Florida Interlocal Cooperation Act of 1969"; and,

WHEREAS, the TOWN closed SW 199th Avenue at its border with the CITY in
December, 2004; and,

WHEREAS, in April, 2005, the Town Council for the TOWN enacted an ordinance
providing for the closure of SW 202nd Avenue and SW 205th Avenue at the border with the
CITY; and,

WHEREAS, on May 18, 2005, the City Commission of the CITY adopted Resolution
3040 pursuant to Section 164.1052, Florida Statutes, to initiate the Conflict Resolution Process
of Chapter 164, and a copy of the Resolution was forwarded to the TOWN Administrator and
other parties which the CITY believed may be affected by the dispute between the CITY and the
TOWN; and,

WHEREAS, on or about June 23, 2005, the TOWN closed SW 202nd Avenue and SW 205th Avenue at its border with the CITY; and,

WHEREAS, on June 30, 2005, the CITY'S Manager and the TOWN'S Administrator conducted in good faith the Conflict Assessment Meeting pursuant to Section 164.1053(1), Florida Statutes; and,

WHEREAS, on September 21, 2005, the CITY Commission and TOWN Council conducted a joint public meeting in good faith, pursuant to Section 164.1055, Florida Statutes, to consider resolution of the conflict, which meeting was continued to October 24, 2005; and,

WHEREAS, after the October 24, 2005 meeting was cancelled due to Hurricane Wilma, the CITY Commission and the TOWN Council met again in good faith in a joint public meeting on November 14, 2005, to discuss resolution of the conflict; and,

WHEREAS, the CITY Commission and the TOWN Council reached a consensus on certain terms to resolve the dispute, and agreed that each municipality would formally consider this Interlocal Agreement; and

WHEREAS, on December 20, 2005, the TOWN approved this Interlocal Agreement pursuant to Resolution No. _____, for the purpose of resolving the conflict between the two municipalities as provided in Section 164.1053(2), Florida Statutes; and,

WHEREAS, on December 21, 2005, the CITY approved this Interlocal Agreement, pursuant to Resolution No. _____, for the purpose of resolving the conflict between the two municipalities as provided in Section 164.1053(2), Florida Statutes.

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

ARTICLE I - RECITALS

- 1.1 The foregoing recitations are true and correct and are hereby incorporated herein by reference.

ARTICLE II - ROAD CLOSURE AND TRAFFIC CONTROL

- 2.1 Phase I: Temporary Road Reopening. As a result of Hurricane Wilma and the understandings reached at the November 14, 2005 meeting, during Phase I of this Agreement the barriers at the CITY/TOWN border at SW 199th Avenue, SW 202nd Avenue and SW 205th Avenue (hereinafter collectively referred to as the "Roads") shall remain open for two-way traffic. Further, during Phase I of this Agreement, the Town will install traffic calming devices on SW 199th Avenue, and shall coordinate with the CITY to place appropriate signage on the Roads in accordance with the Manual of Uniform Traffic Control Devices, including, but not limited to, signage to control speed limits and local traffic. Additionally, during Phase I, the TOWN shall install a "Do Not Enter" sign on SW 199th Avenue at the

TOWN/CITY border to prevent traffic from going north on SW 199th Avenue from the TOWN/CITY border. The CITY shall install a sign that reads "No Outlet", or words to that effect, at the intersection of Stirling Road and SW 199th Avenue. Both parties agree to provide sufficient law enforcement to strictly enforce traffic infractions on the Roads.

2.2 Phase II: Roads Reopening. The parties agree to the following terms to address traffic issues in the areas affected by the road closures:

2.2.1 The CITY and TOWN shall jointly extend SW 54th Place to SW 210th Terrace (hereinafter referred to as the "SW 54th Place Extension"). The CITY and TOWN shall be equally responsible for the costs of design, and construction of the work. The TOWN shall enter into the contract for the design and construction of SW 54th Place Extension, and each party shall bear its own costs and expenses as to permitting the work. The CITY shall have the right to approve the final design. The SW 54th Place Extension shall be completed on or before December 31, 2006. CITY further agrees that, if necessary, it shall support and cooperate with the TOWN in securing the 210th Terrace right of way.

2.2.2 Once SW 54th Place Extension is open for public traffic, the roadways listed below will be modified as follows:

2.2.2.1 SW 199th Avenue: Access between the CITY and the TOWN on SW 199th Avenue shall be restricted to southbound traffic only. The TOWN shall install a "Do Not Enter" sign on SW 199th Avenue on its side of the TOWN/CITY border to prevent northbound traffic from accessing SW 199th Avenue from the south. The parties agree to place additional signage, and to make any and all road improvements or modifications deemed necessary by their respective engineers, other than road closures, to safely prevent northbound traffic from accessing SW 199th Avenue at the point of the restricted access as set forth above. Any and all costs associated with such improvements or modifications shall be shared equally by both parties. Both parties agree to provide sufficient law enforcement to strictly enforce traffic infractions on the Roads.

2.2.2.2 SW 202nd Avenue: Access between the CITY and the TOWN on SW 202nd Avenue shall be restricted to southbound traffic only. The CITY shall install a "Do Not Enter" sign at the northern side of SW 54th Place at SW 202nd Avenue to prevent northbound traffic from accessing SW 202nd Avenue from the south. The parties agree to place additional signage, and to make any and all road improvements or modifications deemed necessary by their respective engineers, other than road closures, to safely prevent northbound traffic from accessing SW 202nd Avenue at the point of the restricted access as set forth above. Any and all costs associated with such improvements or modifications shall be shared equally by both parties. Both parties agree to provide sufficient law enforcement to strictly enforce traffic infractions on the Roads.

2.2.2.3 SW 205th Avenue: Access between the CITY and the TOWN on SW 205th Avenue shall be restricted to southbound traffic only. The CITY shall install a "Do Not Enter" sign at the northern side of SW 54th Place at SW 205th Avenue to prevent northbound traffic from accessing SW 205th Avenue from the south. The parties agree to place additional signage, and to make any and all road improvements or modifications deemed necessary by their respective engineers, other than road closures, to safely prevent northbound traffic from accessing SW 205th Avenue at the point of the restricted access as set forth above. Any and all costs associated with such improvements or

modifications shall be shared equally by both parties. Both parties agree to provide sufficient law enforcement to strictly enforce all traffic infractions on the Roads.

2.2.2.4 SW 206th Avenue: The CITY agrees that when the forty (40) acre undeveloped site located to the west of SW 205th Avenue and north of SW 54th Place is developed, any and all governmental/CITY approvals, to the fullest extent permitted by law, will be contingent on the construction of a publicly dedicated two-way paved roadway from Griffin Road to SW 54th Place. Further, said governmental approval shall specify that the paved roadway shall be constructed and open prior to a certificate of occupancy, temporary or otherwise, being issued for any structure on the development and that the paved roadway shall be completed prior to any other improvement being made on the property.

2.2.3 Once 54th Place Extension is open to public traffic, SW 210th Terrace shall continue to be a two-way roadway.

2.2.4 On or before the execution of this Agreement by the TOWN, the TOWN shall provide assurances that adequate rights-of-way and easements exist and are available for the SW 54th Place Extension.

2.2.5 In the event that the traffic control measures set forth herein above are implemented and subsequently found to be insufficient in achieving the desired effect of reducing and managing traffic on the Roads, then further traffic controls may be considered by the TOWN, subject to Section IV below. For purposes of this subsection and as it relates solely to the Roads, a determination of insufficiency shall be based upon the Traffic Measurement Standards applicable to local rural roadways to be developed pursuant to Section 2.3 below.

2.3 Traffic Measurement Standards. By December 31, 2006, CITY and TOWN will develop, through cooperative input from each municipality's engineers, locally-based traffic measurement standards including local road benchmark volumes, traffic calming practices associated with the benchmarks; determination of the posted speed limits; and continuing traffic monitoring criteria. In the event the parties cannot agree on any particular traffic measurement standard, they shall submit the disputed issue(s) to a mutually acceptable traffic engineer, whose decision shall be binding. In the event the parties cannot agree on a mutually acceptable traffic engineer, they shall submit the issue of selection of the third traffic engineer to the mediation process set forth in paragraph 4.2 herein. Such traffic measurement standards shall also include, but not be limited to:

2.3.1 Signage along SW 199th Avenue, SW 202nd Avenue and SW 205th Avenue, which shall expressly provide that no through trucks or delivery vehicles (other than deliveries on the affected streets), or school buses other than those transporting children at the time, are allowed on those streets. The CITY has an Interlocal Agreement with Broward County regarding the installation and maintenance of "Traffic Control Devices." To the extent such is required under the CITY's Interlocal Agreement with Broward County, the CITY shall make a request to Broward County to approve a sign plan within the CITY's boundaries consistent with the terms of this Agreement.

- 2.3.2 **Traffic Calming Devices.** Both municipalities shall maintain their existing traffic calming devices on the Roads. Nothing in this agreement shall preclude either party from adding traffic calming devices, within its boundaries as it deems appropriate, provided that it is consistent with its own engineering analysis. Solely for purposes of this Agreement, road closures shall not be considered to be a traffic calming device, and as it relates to this Agreement has been addressed in Section 2.2.5 and Article IV. Nothing herein shall be construed as prohibiting the parties from agreeing to modify or replace the existing traffic calming devices with updated traffic calming devices.
- 2.3.3 **Monitoring.** The parties will monitor traffic conditions on the Roads, within their mutual boundaries, and should either party determine that additional traffic calming devices (such as speed humps, or roundabouts) are necessary and warranted, the CITY and TOWN agree to notify the other party of such additional installations and actions to ensure effective traffic calming on the Roads. Such determinations will be made by the notifying party upon the recommendation of the notifying party's traffic engineer.
- 2.3.4 **Increased Enforcement.** Both municipalities shall increase police traffic enforcement on the Roads, with particular emphasis on "peak hours." For purposes of this Agreement, "peak hours" shall be weekdays between 6:00a.m. and 8:30a.m. and between 4:00p.m. and 6:00p.m. Should either party determine that additional police traffic enforcement is necessary on the Roads, the parties agree to coordinate such additional enforcement.
- 2.3.5 **Photometric Surveillance.** By December 31, 2006, the TOWN agrees to install photometric surveillance cameras at the Town's border at 199th Avenue to monitor, and to the extent permitted by law, to issue traffic citations. By December 31, 2006, the CITY agrees to install photometric surveillance cameras at the north entrance of SW 54th Place at 202nd Avenue and 205th Avenue within the CITY to monitor, and to the extent permitted by law, to issue traffic citations. Both parties agree to work with the Florida Legislature to modify the Florida Statutes to permit the issuance of traffic citations through photometric devices.

ARTICLE III - MITIGATION OF POTENTIAL TRAFFIC EFFECTS FROM FUTURE DEVELOPMENT IN THE CITY

- 3.1 **School Bus Depot.** The School Board of Broward County, Florida is proposing to construct a new school bus depot near SW 200th Avenue and Stirling Road. The CITY and TOWN shall cooperatively use their best efforts to gain assurances from The School Board of Broward County, Florida, that none of its school buses will travel to and from the bus depot using the Roads or any other local road within the TOWN, except when those buses are transporting children specifically to and from the particular roadway. If the CITY is required to give any governmental approvals for the School Board bus depot project, the CITY agrees that, to the fullest extent permitted by law, any and all approvals will be contingent upon

acceptance of the conditions stated above.

- 3.2 Industrial Development in the CITY. The CITY agrees to implement development requirements to ensure that vehicles coming to and from the Industrial Area along SW 196 Avenue and Stirling Road will not use the Roads or any other local roads within the TOWN. The CITY agrees that, to the fullest extent permitted by law, any and all governmental approvals of the development of the Industrial Area shall be contingent upon acceptance of the conditions stated above.

ARTICLE IV. FUTURE ROAD CLOSURES

- 4.1 The TOWN and the CITY agree to cooperate with each other in the consideration of the closure in the future of any road that crosses into or through the two municipalities. The municipality closing the road must consider traffic engineering recommendations, safe and adequate access for emergency service providers, and advance written notice must be provided to the other municipality. Any closure that would be subject to this Agreement must be done through the adoption of a non-emergency ordinance. Nothing in this Agreement shall be construed as restricting either party's authority to implement a road closure as to a road that does not cross into or through the two municipalities.
- 4.2 In the event that either party is opposed to the closure of a road that crosses into or through the two municipalities, within thirty (30) days of the adoption of the road closure ordinance, they shall submit the disagreement to non-binding mediation through the South Florida Regional Planning Council (SFRPC) pursuant to Section 186.509, Florida Statutes, and Chapter 29.J-3, Florida Administrative Code. Each party shall pay an equal share of the SFRPC charges and costs, if any, for such mediation. Said mediation shall be concluded within ninety (90) days of the date of submittal. No member of either municipality's governing board, legal counsel, or respective staff shall serve on the mediation panel. Moreover, once a road closure ordinance which is disputed by the other party has been presented on first reading, there shall be a cone of silence with the SFRPC as it relates to the issues covered by the ordinance. The submittal of the dispute to non-binding mediation shall not preclude any and all other available remedies provided by law; however it will be deemed a condition precedent to pursuing any other remedy. The road that is subject to dispute shall not be closed during such mediation.

ARTICLE V: OTHER ISSUES

- 5.1 Connection Road between Sheridan Street and Old Sheridan Street. Although not directly related to the closure of the Roads, the issues relating to traffic, ingress and egress between Sheridan Street and Old Sheridan Street, which would also provide direct access from Sheridan Street to the Abundant Living Ministries (ALM) is one that the CITY and the TOWN agree should be resolved by way of this Agreement. The CITY and TOWN agree to have designed and constructed a public road connecting Sheridan Street to Old Sheridan Street, which shall also provide a direct means of access to ALM from Sheridan Street. The road connection shall not provide access beyond the west side of the intersection at Old Sheridan Street and Hancock Road (S.W. 142nd Avenue) so long as all directly affected property owners on Old Sheridan Street west of Hancock Road shall consent in writing to the

reduced access and record a perpetual declaration of such consent within the public records of Broward County, Florida. Given the public benefits, including shifting the trips to ALM to an arterial roadway, and creating an access between Sheridan Street and Old Sheridan Street, the CITY and the TOWN shall each be responsible for Thirty-Three and 1/3 percent (33.33%) of the costs of such connecting roadway.

ALM agrees to fund the remaining Thirty-Three and 1/3 percent (33.33%) of the costs of the connecting road. ALM also agrees to have traffic to and from its property use the new roadway to avoid the residential roadways in the TOWN. By signing this Agreement, ALM is contractually binding itself to the terms of this paragraph 5.1, but not to any other provision of this Agreement.

The engineering, design and permitting of the connection road shall be the sole responsibility, cost and expense of the CITY, and the CITY shall enter into the contract for the construction of this public road, which shall be completed by December 31, 2006. Notwithstanding the aforementioned, the TOWN shall have the right to approve the final design. The CITY'S costs of engineering, design and permitting for the road shall be in addition to the CITY'S 33.33% contribution towards the construction of the road connection. In addition to the TOWN'S contribution of 33.33% of the costs of the connecting roadway, the TOWN agrees to provide any and all wetland mitigation that may be necessary as a result of the construction of the road connection, and be solely responsible for the costs associated with such.

5.2 Calusa Corners. The TOWN represents that the property known as Calusa Corners will be used solely for open space and park purposes, and the park shall be open and accessible to all Broward County residents. In reliance on such representations, the CITY will support the TOWN'S request to be reimbursed approximately \$3.2 million from Broward County for the acquisition of the Calusa Corners site. Concurrent with the approval of this Agreement, the CITY shall pass a Resolution acknowledging that it supports the TOWN'S reimbursement request, and shall immediately provide a copy to Broward County and to the Town.

5.3 Jail Facility. The CITY shall not interfere with Corrections Corporation of America, or its successors or assigns, development and/or operation of the jail facility, or with the TOWN'S Agreement with Corrections Corporation of America concerning development of same.

5.4 Town Hall Facility. Concurrent with the approval of this Interlocal Agreement, the CITY shall pass a Resolution acknowledging that it does not object to the TOWN'S planned development of the TOWN HALL site located at the corner of Griffin Road and SW 160th Avenue, and shall immediately provide Broward County and the Town with a copy of same. The CITY shall not interfere with the development and/or operation of the TOWN Hall site.

ARTICLE VI - ADDITIONAL ROAD PROJECTS AFFECTING THE PARTIES

- 6-1 Sheridan Street Improvements By CITY. The TOWN agrees to execute a Tri-Party Agreement between the TOWN, CITY and Broward County that will enable the CITY to construct and improve Sheridan Street from just west of I-75 to SW 196th Avenue in accordance with the plans previously prepared by Broward County. Any and all material modifications to the plans must be approved by the TOWN.
- 6.2 Sheridan Street Lighting Agreement. The TOWN and CITY shall honor the Interlocal Agreement regarding lighting along Sheridan Street, which was previously approved and executed by the parties.
- 6.3 SW 184th Avenue. The CITY will continue to discuss, in good faith, with TOWN the construction of SW 184th Avenue, and manners in which the CITY can legally assist and support the construction of this project.
- 6.4 Land Swap. The parties hereto agree to discuss in good faith an exchange of approximately thirty (30) acres of land within each of their boundaries to the other party.

ARTICLE VII - EFFECTIVE DATE

- 7.1 This Agreement shall be effective immediately upon the approval of both municipalities' governing bodies through the adoption of a resolution, and upon the approval of Section 5.1 by ALM.

ARTICLE VIII- GOVERNMENTAL IMMUNITY; INDEMNIFICATION

- 8.1 CITY and TOWN are state agencies as defined in Chapter 768.28, Florida Statutes. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE IX- NOTICES

- 9.1 Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing by either party and delivered in the manner provided for in this article. For the present, the parties designated the following:

TO CITY OF PEMBROKE PINES:

Charles F. Dodge
City Manager
10100 Pines Boulevard
Pembroke Pines, Florida 33026

With copy to:

Samuel S. Goren
City Attorney
Goren, Cherof, Doody & Ezrol, P-A,
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308

TO TOWN OF SOUTHWEST RANCHES:

John Canada
Town Administrator
6589 SW 160 Avenue
Southwest Ranches, Florida 33331

With copy to:

Gary Poliakoff
Town Attorney
Becker & Poliakoff, PA.
3111 Stirling Road
Fort Lauderdale, FL 33312

ARTICLE X - MISCELLANEOUS PROVISIONS

- 10.1 ASSIGNMENT: The parties to the Agreement shall have no right to assign, transfer, or otherwise encumber this Agreement, without the express consent of the other party.
- 10.2 WAIVER: The waiver by any party to this Agreement of any failure on the part of another party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing same, similar or dissimilar failure.
- 10.3 THIRD PARTY BENEFICIARIES: Neither CITY nor TOWN intend to directly or

substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based on this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

- 10.4 SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision, unless a court of competent jurisdiction determines that such modification materially frustrates the purpose of this Agreement and that such invalid provision shall not be construed as severable.
- 10.5 ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 10.6 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 here and that the preparation of this Agreement has been a joint effort. The language agreed to expresses their mutual intent and their resulting documents shall not, solely, as a matter of judicial construction, be construed more severally against one of the parties than the other.
- 10.7 APPLICABLE LAW AND VENUE: This 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 Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Court of the 17th Judicial Circuit of Broward County, Florida, the venue site and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to trial by jury of any such litigation. The prevailing party in any such litigation shall be entitled to an award of its reasonable attorney's fees and costs, at all tribunal levels, subject to the limitations of sovereign immunity.
- 10.8 AMENDMENTS: No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement, approved by the governing bodies of the TOWN and CITY, and executed by both parties.
- 10.9 MULTIPLE ORIGINALS: This Agreement may be fully executed in four copies by all parties, each of which, bearing original signatures, shall have the force and affect of an original document.
- 10.10 RECORDATION: This Agreement may be recorded by the CITY in the public records of Broward County, Florida, at CITY's expense.

- 10.11 CONTINUING COOPERATION. The parties hereto mutually agree to take all further and other acts necessary to give full force and effect to this Agreement, and to further execute any other documents which may be required by either party to fully effectuate the parties' intent as set forth herein.
- 10.12 DEFAULT. In the event either party is in default of any of the terms or conditions of this Interlocal Agreement, the non-defaulting party shall provide written notification of such default, upon a finding of default by the governing body of the non-defaulting party, and provide the defaulting party with not less than thirty (30) days to cure the default. In the event the default is not cured or the party alleged to be in default denies that it is in default, the parties shall submit the dispute to mediation pursuant to the process set forth in paragraph 4.2 above. Only upon the unsuccessful conclusion of such mediation may this Agreement be terminated upon adoption of a resolution by the party seeking to terminate, adopted after public hearing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement between CITY and TOWN on the respective dates under each signature: CITY, signing by and through its Mayor, City Manager and City Attorney as approved as to form, authorized to execute same by Commission action on the 21st day of December, 2005 and the TOWN, signing by and through its Mayor, Town Administrator, and Town Attorney as to form, authorized to execute same by Council action on the day of 20th day of December, 2005.

CITY OF PEMBROKE PINES

Attest:

CITY OF PEMBROKE PINES

By _____
Mayor

City Clerk

___ day of _____, 2005 (date)

By _____

City Manager

___ day of _____, 2005 (date)

APPROVED AS TO FORM:

By _____
City Attorney

TOWN OF SOUTHWEST RANCHES

ATTEST:

TOWN OF SOUTHWEST RANCHES

Susan Owens, Town Clerk

By _____
Mecca Fink, Mayor

Dated this _____ day of December, 2005

By _____
John Canada, Town Administrator

Dates this _____ day of December, 2005.

APPROVED AS TO FORM AND
CORRECTNESS:

By _____
Gary A. Poliakoff, Town Attorney

ABUNDANT LIVING MINISTRIES
SIGNING AS TO PARAGRAPH 5.1 ONLY

ABUNDANT LIVING MINISTRIES

Witness: _____

By: _____

Name: _____

Title: _____

Witness: _____

Name: _____

SSG:MDC:aw

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