

RESOLUTION NO. 2014 - 010

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE TOWN OF DAVIE FOR THE DELIVERY OF POLICE SERVICES; APPROVING A BUDGET AMENDMENT TO PROVIDE FOR THE INITIAL STARTUP COSTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, both the Town of Southwest Ranches ("Ranches") and the Town of Davie ("Davie") are contiguous municipalities located within Broward County, Florida; and

WHEREAS, Ranches and Davie are desirous of entering into an interlocal agreement, pursuant to 166.0495, Florida Statutes, whereby Davie would provide police services to Ranches; and

WHEREAS, the provision of police services by an adjoining municipality through an interlocal agreement is in compliance with Section (2)(c), Article VIII, of the Florida Constitution; and

WHEREAS, the provision of police services to a neighboring municipality within the same County, has been deemed to be a valid exercise of a municipality's police powers by the Attorney General of the State of Florida; and

WHEREAS, Ranches believes that the entering into this Interlocal Agreement is in the best interest, of the health, safety, and welfare of its residents; and

WHEREAS, Davie believes that the entering into this Interlocal Agreement is in the best interest, of the health, safety, and welfare of its residents; and

WHEREAS, the Ranches and Davie believe that the Interlocal Agreement and terms and conditions stated therein are mutually beneficial and that it is in the best interest of the public to enter into this Interlocal Agreement;

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 Interlocal Agreement between Town of Southwest Ranches and the Town of Davie for the delivery of police services, in substantially the same form as that attached hereto as Exhibit "A".

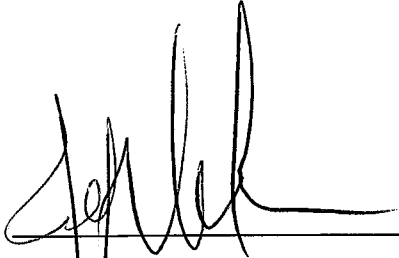
Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Interlocal Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to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

Section 4. Budget Amendment. In accordance with the Town's Charter and the budget adopted pursuant to Ordinance No. 2013-12, the Town's budget is hereby amended by increasing the GF Fund Balance-Unassigned (reserves) (Account #001-0000-399-39900) in an amount not to exceed \$508,368.00 and re-appropriating that amount to Public Safety-Law Enforcement Department Other Contractual Services (Account #001-3000-521-34100) for the initial startup costs as may be necessary.

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 19th day of November, 2013, on a motion by Council Member McKay and seconded by Council Member Fisikelli.

Nelson	<u>YES</u>	Ayes	<u>5</u>
Jablonski	<u>YES</u>	Nays	<u>0</u>
Breitkreuz	<u>YES</u>	Absent	<u>0</u>
Fisikelli	<u>YES</u>		
McKay	<u>YES</u>		



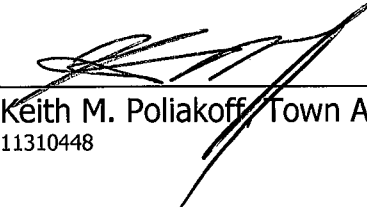
Jeff Nelson, Mayor

ATTEST:



Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney
11310448

INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF DAVIE
AND
THE TOWN OF SOUTHWEST RANCHES
FOR
POLICE SERVICES

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE TOWN OF DAVIE, FLORIDA
AND
THE TOWN OF SOUTHWEST RANCHES, FLORIDA
FOR POLICE SERVICES**

THIS INTERLOCAL AGREEMENT, by and between the TOWN OF DAVIE, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "DAVIE"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "RANCHES"),

WITNESSETH:

WHEREAS, both DAVIE and RANCHES are contiguous municipalities located within Broward County, Florida; and

WHEREAS, DAVIE and RANCHES are desirous of entering into an interlocal agreement, pursuant to 166.0495, Florida Statutes, whereby DAVIE will provide police services to RANCHES; and

WHEREAS, the provision of police services by an adjoining municipality through an interlocal agreement is in compliance with Section (2)(c), Article VIII, of the Florida Constitution; and

WHEREAS, the provision of police services to a neighboring municipality within the same County, has been deemed to be a valid exercise of a municipality's police powers by the Attorney General of the State of Florida; and

WHEREAS, the DAVIE Police Department is a CFA accredited agency; and

WHEREAS, the Town of Southwest Ranches agrees to cooperate with DAVIE for reaccreditation of the DAVIE Police Department; and

WHEREAS, contiguous communities with geographic similarities find sharing of personnel resources as a cost effective approach for police services; and

WHEREAS, the sharing of personnel resources removes the unintentional consequence of crime displacement; and

WHEREAS, DAVIE believes that the entering into this interlocal agreement is in the best interest, of the health, safety, and welfare of its residents; and

WHEREAS, RANCHES believes that the entering into this interlocal agreement is in the best interest, of the health, safety, and welfare of its residents; and

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE 1

BACKGROUND PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Interlocal Agreement to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.
- 1.3 DAVIE and RANCHES find the method of delivery of police services set forth in this Interlocal Agreement is in the best interest of the public and can be accomplished through coordination of the provision of such services as set forth herein.
- 1.4 DAVIE and RANCHES agree that the police services covered by this Interlocal Agreement are subject to and are in compliance with the collective bargaining agreement between DAVIE and the Fraternal Order of Police. Both parties shall adhere to the terms of that agreement.

ARTICLE 2
DEFINITIONS AND IDENTIFICATIONS

The following terms when used in this Interlocal Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- b. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by RANCHES hereunder in consideration of the services performed by DAVIE, as set forth herein.
- c. Davie. "Davie" shall mean the Town of Davie, a municipal corporation organized and existing under the laws of Florida and located within the boundaries of Broward County, Florida.
- d. Davie Administrator. "Davie Administrator" shall mean the duly appointed and validly existing Administrator of the Town of Davie, or his/her designee.
- e. Davie Police Department Employees. "Davie Police Department Employees" shall mean DAVIE police employees who possess the necessary qualifications and experience to provide police and support services to the RANCHES.
- f. Davie Police Chief. "Davie Police Chief" shall mean the duly appointed and validly existing Police Chief of the Town of Davie, or his/her designee.
- g. Effective Date. "Effective Date" shall mean February 1, 2014.
- h. Interlocal Agreement. "Interlocal Agreement" shall mean this Interlocal Agreement for Police Services between the DAVIE and RANCHES, including all exhibits thereto.
- i. Lien. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- J. Patrol Officer. "Patrol Officer" shall mean a uniformed DAVIE Police Department employee who is servicing a patrol zone.

- k. Patrol Zone. "Patrol Zone" shall mean the geographic service area, as specifically delineated herein, in which DAVIE Police Department employees are assigned.
- l. Police Services. "Police Services" shall mean the aggregate of all police related services provided by DAVIE pursuant to this Interlocal Agreement.
- m. Ranches Police Headquarters. "Ranches Police Headquarters" shall mean the Town Hall of RANCHES, the premises in which certain DAVIE Police Department employees, as specified herein, will maintain their offices.
- n. Ranches Town Hall. "Ranches Town Hall" shall mean the Town Hall of RANCHES, the premises in which certain DAVIE Police Department employees, as specified herein, will maintain their offices.
- o. Service Area. "Service Area" shall mean the geographic area that includes all areas within the corporate limits of the Town of Southwest Ranches, and a portion of DAVIE generally known as Ivanhoe, including any amendments thereto.
- p. Southwest Ranches. "Southwest Ranches" shall mean the Town of Southwest Ranches, a municipal corporation organized and existing under the laws of Florida and located within the boundaries of Broward County, Florida.
- q. Southwest Ranches Administrator. "Southwest Ranches Administrator" shall mean the duly appointed and validly existing Administrator of the Town of Southwest Ranches, or his/her designee.
- r. Term. "Term" shall mean the length of this Interlocal Agreement, five (5) years, and any extensions thereto.
- s. Uniformed Officer. "Uniformed Officer" shall mean a uniformed DAVIE Police Department employee who patrols the service area.

ARTICLE 3 STAFFING

- 3.1 Structure. All DAVIE Police Department employees shall be authorized to provide police services to the RANCHES. DAVIE's Police Chief shall assign additional DAVIE Police Department employees as may be necessary, from time to time, at DAVIE's Police Chiefs sole discretion, in the same duty and care that DAVIE's Police Chief currently assigns DAVIE Police Department employees throughout DAVIE. RANCHES shall have full access to all of DAVIE's police services. All DAVIE Police Department employees assigned to the RANCHES shall be uniform officers, except the Detective, who if not in uniform shall still be identified as a DAVIE Police Department employee. Notwithstanding the aforementioned, the following DAVIE Police Department employees shall be directly assigned to the RANCHES as a minimum staffing level:

Total Staffing: 16

**1 Detective Certified in Animal Abuse/Neglect Investigation
14 Patrol Officers (of which 6 are shared); All Speed & Weight
Measurement Certified within the first year of the Effective Date 1
C.S.A.**

Detective: RANCHES shall be assigned one (1) veteran DAVIE Police Department employee achieving the rank of Detective, who is certified in animal abuse and neglect investigations. The Detective shall serve as RANCHES direct liaison to DAVIE. The Detective shall be assigned an office within RANCHES Town Hall and shall assign priority to RANCHES investigations.

Patrol Officers: RANCHES shall be assigned fourteen (14) veteran DAVIE Police Department employees (of which 6 are shared as further delineated herein) achieving the minimum rank of a patrol officer. All patrol officers shall be speed and weight measurement certified, within the first year of this Interlocal Agreement's Effective Date. All patrol officers must learn the RANCHES' topography, must show an understanding of the RANCHES' rural lifestyle, and must take a training course with the RANCHES' Volunteer Fire Department, at no cost to DAVIE, concerning large animal rescue.

C.S.A.: RANCHES shall be assigned one (1) DAVIE Police Department employee achieving the minimum rank of a C.S.A. The C.S.A. shall be assigned an office at RANCHES Town Hall, and shall be on duty during business hours, unless specifically pulled away by DAVIE command staff to address another issue within the RANCHES, to work with residents and to assist with the day to day police operations. The C.S.A. shall have the ability to draft police reports, and to print, as requested, all police reports directly at RANCHES' Town Hall.

- 3.2 **Patrol Zones.** The service area shall be divided into three (3) patrol zones, currently delineated as zones 41, 42, and 43, as specifically delineated in the zone configuration map, attached hereto and incorporated herein by reference, as Exhibit "A". Zone 41 will be a shared zone between DAVIE and RANCHES. The patrol zones shall be staffed as specifically delineated in the deployment schedule, attached hereto and incorporated herein by reference as Exhibit "B". Notwithstanding the aforementioned, DAVIE's Police Chief shall have the ability to modify the patrol zones and deployment schedule, if necessary based upon demand for service, crime trends, and what DAVIE Police Chief believes is in the best interest of the RANCHES. The Southwest Ranches Administrator shall be advised of any deviations from the deployment schedule within twenty-four hours of same. Notwithstanding the aforementioned, at no time shall less than two (2) patrol officers be on duty at any time.

- 3.3 Current RANCHES' Police Staff. DAVIE understands and agrees that there are members of the RANCHES' present police force, which RANCHES may wish to retain. DAVIE agrees that it will consider hiring all qualified police staff desired by RANCHES in accordance with DAVIE's employment guidelines.
- 3.4 Minimum Staffing. With the exception of DAVIE Police Department employees being called upon to render mutual aid or in progress (fresh pursuit) investigations, DAVIE will provide RANCHES with the minimum number of DAVIE Police Department employees indicated in Section 3.1 above, and as delineated in Exhibit "B", at all times, regardless of transferring detainees, sick days, training days, vacation days, holidays and the like. DAVIE shall be required to backfill such DAVIE Police Department employees, as may be necessary, to ensure the minimum staffing as specifically contained herein.
- 3.5 Employment Standards. DAVIE shall be responsible for setting employment standards (i.e. hiring, discipline, training) for DAVIE Police Department employees consistent with DAVIE's agency standards. DAVIE is committed to providing RANCHES with highly skilled law enforcement personnel to provide police services to the RANCHES, in the same manner as provided to DAVIE.
- 3.6 Employment Responsibilities. All DAVIE Police Department employees shall be and shall remain DAVIE Police Department employees, and such DAVIE Police Department employees shall not be considered employees of the RANCHES for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, RANCHES shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workmen's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any DAVIE Police Department employee whatsoever, arising out of DAVIE's employment of such persons and such persons' performance of services to RANCHES. RANCHES and DAVIE understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the RANCHES to DAVIE.
- 3.7 Transfers — DAVIE's Rights. DAVIE shall have the right to transfer any DAVIE Police Department employee out of the RANCHES, for only the following reasons:
- a. A DAVIE Police Department employee requests a transfer in order to accept a promotion or special assignment which has been offered to the DAVIE Police Department employee based upon the Davie Police Department employee's special qualifications or career path.
 - b. Disciplinary reasons.
 - c. Failure of a DAVIE Police Department employee to meet DAVIE's performance standards.

Consultation with, and the consent of, the Southwest Ranches Town Administrator shall be required for the transfer of a DAVIE Police Department employee for any reason not stated above. Consent shall not be unreasonably withheld.

- 3.8 **Transfers — TOWN's Right.** Southwest Ranches Town Administrator shall have the right to request the transfer of a DAVIE Police Department employee out of the RANCHES, which shall not be arbitrary or capricious and shall be in compliance with DAVIE's FOP Contract. The request must be sent to the DAVIE Police Chief in writing, copying DAVIE's Town Administrator, setting forth the name of the employee, and the reason for the request. The request must be approved in writing by DAVIE, however such approval shall not be unreasonably withheld. If DAVIE approves the transfer, the DAVIE Police Department employee will be transferred out of the service area as soon as reasonably possible, which will be based upon many factors including, but not limited to, DAVIE having a vacant position elsewhere within the agency to place the transferred employee, that matches the qualifications of the employee and the requirements of the position.
- 3.9 **Replacements.** If a DAVIE Police Department employee is transferred out of the service area, a replacement will be made in consultation with the Southwest Ranches Town Administrator prior to the transfer of the DAVIE Police Department employee.
- 3.10 **Staffing Continuity.** DAVIE and RANCHES recognize the importance of combining the efforts and resources of DAVIE, the TOWN, and the community, in order to have a positive impact on reducing neighborhood crime, helping to reduce any community's fears regarding crime, and enhancing the quality of life throughout the RANCHES. It is further recognized that such a collaborative effort requires law enforcement personnel to have knowledge of the community. In furtherance of such objective, DAVIE will help to make every reasonable effort to maintain the continuity of DAVIE Police Department employees assigned to RANCHES, subject to the transfer provisions set forth herein.
- 3.11 **Education.** The parties acknowledge the importance of the DAVIE Police Department employees' knowledge of the general make-up of the TOWN and its geographic areas, the RANCHES, its Code of Ordinances, and its previous criminal activity. DAVIE shall offer appropriate continuing education to assure that all DAVIE Police Department employees are acquainted with the RANCHES' general make-up, geographic areas, the RANCHES' Code of Ordinances, and its previous criminal activity. Upon enactment, the RANCHES shall forward to the assigned Detective a copy of new ordinances for training and enforcement purposes.

ARTICLE 4
ASSIGNMENT OF POLICE POWERS

- 4.1 RANCHES does hereby vest in each sworn DAVIE Police Department employee the police powers of the RANCHES, which are necessary to implement and to carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn DAVIE Police Department employees. Each sworn DAVIE Police Department employee so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the RANCHES while performing such law enforcement services. Accordingly, such sworn DAVIE Police Department employees are hereby vested with the power to enforce the Ordinances of the RANCHES, to make arrests incident thereof, and to do such other things and to perform such other acts as are necessary with respect thereto.

ARTICLE 5
QUARTERLY GOALS AND OBJECTIVES

- 5.1 On a quarterly basis (on or about October 1st and January 1st, April 1st, and July 1st) or as requested by the Southwest Ranches Town Administrator, the DAVIE Police Chief and the DAVIE Administrator shall meet with the Southwest Ranches Administrator to discuss law enforcement activities within the RANCHES occurring during the previous three (3) month period. At such meeting, DAVIE may present the Southwest Ranches Administrator with any of the following information that may be requested:
- a. Calls for service by time of day, geographic location, date and type of call;
 - b. Reported incidents, criminal and non-criminal;
 - c. Number and types of arrests;
 - d. Traffic crashes;
 - e. Traffic citations, parking violations, and warnings;
 - f. Weight violations
 - g. Staffing and Transfers;
 - h. Special details;
 - i. False alarm reports (to be provided on a monthly basis)
 - j. Vacancy Credits that may be issued upon the agreement of the Administrators for unexcused vacancies for non-exigent circumstances;
 - k. Grant Review;
 - l. Community Policing Initiatives;
 - m. Response time reports, citizen complaints and their status/disposition;
 - n. DAVIE's Police Department's Year-To-Date Budget for RANCHES Versus Actual Cost - Line Item Report, which will include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and

remaining balance for each line item within the budget. The Southwest Ranches Administrator may reasonably request documentation necessary to substantiate any of the costs included on such Report; and

- o. Any additional information requested by the Southwest Ranches Administrator.
- 5.2 Based upon the information presented by DAVIE to the Southwest Ranches Administrator, the DAVIE Police Chief, DAVIE Administrator, and the Southwest Ranches Administrator, will review the law enforcement goals and objectives of the RANCHES, and the general strategies to achieve such goals and objectives. Thereafter, DAVIE will develop and will implement operational initiatives to further such goals and objectives.

ARTICLE 6 REPORTS

- 6.1 In recognition of the RANCHES's need to be informed of DAVIE's activities in RANCHES, DAVIE's Police Chief and the Southwest Ranches Administrator will develop a mutually agreed upon reporting format(s) and reporting period(s), whereby DAVIE will report its activities within the RANCHES to the RANCHES. At any time during the term of this Interlocal Agreement, the Southwest Ranches Administrator shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).
- 6.2 DAVIE shall provide to RANCHES by June 30th of each fiscal year, a report on DAVIE's performance in light of the established goals and objectives. The format and content of the Annual Report made to the RANCHES by DAVIE will be mutually agreed upon by DAVIE and the Southwest Ranches Administrator.

ARTICLE 7 CONSIDERATION

- 7.1 Commencing upon the Effective Date, RANCHES shall pay to DAVIE, in consideration for the above stated services and responsibilities, including any and all costs including overtime as delineated below, the annual sum of Two Million Two Hundred and Five Thousand Two Hundred and Forty Eight Dollars and Four Cents (\$2,205,248.04), payable in twelve (12) equal monthly installments of One Hundred Eighty Three Thousand Seven Hundred and Seventy Dollars and Sixty Seven Cents (\$183,770.67), payable on the 15th of each month.

7.2

Both parties recognize and agree that there are certain startup costs associated with the establishment of this Interlocal Agreement. Some of these initial startup costs however, are contingent upon what vehicles and equipment RANCHES acquires upon transition of its law enforcement services to DAVIE. As such, the RANCHES, in its sole discretion, shall select one of the following two options within one hundred and twenty (120) days of this Interlocal Agreement's Effective date to reimburse DAVIE for these initial startup costs:

Option One: RANCHES shall reimburse DAVIE an amount not to exceed Eighty Nine Thousand Dollars and Zero Cents (\$89,000.00) if DAVIE is able to hire eight (8) new DAVIE Police Department employees, to replace those veteran DAVIE Police Department employees assigned to the RANCHES, prior to this Interlocal Agreement's Effective Date. Said cost shall be prorated based upon the new DAVIE Police Department employee's official start date, which in no event shall be more than thirty (30) days prior to this Interlocal Agreement's Effective Date. In addition, RANCHES shall reimburse DAVIE its costs for training and outfitting eight (8) new DAVIE Police Department employees in the amount of One Hundred and Fifty Three Thousand Three Hundred and Seventy Dollars and Ninety Two Cents (\$153,370.92). Further, RANCHES shall reimburse DAVIE for the restriping of its police vehicles to be utilized in RANCHES in the amount not to exceed Seven Hundred Dollars (\$700.00) per vehicle. RANCHES shall also transfer title to eight police vehicles to DAVIE, achieving DAVIE's vehicular maintenance vendor's evaluation score of three (3) or better, to replace the vehicles being assigned to the RANCHES. In the event that RANCHES needs to acquire additional vehicles as the result of having less than eight (8) vehicles that meet DAVIE's minimum threshold, RANCHES shall reimburse DAVIE for its actual costs for the acquisition of the new vehicle, the type of which shall be selected by RANCHES. Said new vehicle shall be assigned to a DAVIE Police Department employee assigned to the Service Area. Further RANCHES shall reimburse DAVIE for its cost of restriping and reconditioning of the vehicles transferred to DAVIE at an amount not to exceed Five Thousand Two Hundred and Twelve Dollars and Fifty Cents (\$5,212.50) per vehicle. All of such initial startup costs shall not exceed Four Hundred and Seventy Five Thousand Dollars and Zero Cents (\$475,000.00).

Option Two: RANCHES shall reimburse DAVIE an amount not to exceed Eighty Nine Thousand Dollars and Zero Cents (\$89,000.00) if DAVIE is able to hire eight (8) new DAVIE Police Department employees, to replace those veteran DAVIE Police Department employees assigned to the RANCHES, prior to this Interlocal Agreement's Effective Date. Said cost shall be prorated based upon the new DAVIE Police Department employee's official start date, which in no event shall be more than thirty (30) days prior to this Interlocal Agreement's Effective Date. In addition, RANCHES shall reimburse DAVIE its costs for training and outfitting eight (8) new DAVIE Police Department employees in the amount of One Hundred and Fifty Three Thousand Three Hundred and Seventy Dollars and Ninety Two Cents (\$153,370.92). Further, RANCHES shall reimburse DAVIE the actual amount for the purchase of eight new police vehicles, the type of which shall be selected by RANCHES, to be

utilized in RANCHES by the DAVIE Police Department Employees assigned to the Service Area. All of such initial startup costs shall not exceed Four Hundred and Seventy Five Thousand Dollars and Zero Cents (\$475,000.00).

Regardless of which Option RANCHES selects, RANCHES shall pay to DAVIE the amount equal to the costs associated with the new hires, as delineated above, upon this Interlocal Agreement's Effective Date. The remaining amount owed shall be broken up into equal monthly payments at zero percent interest starting February 28, 2014, for eight (8) consecutive months.

- 7.3 The annual consideration may be increased by a maximum of four percent (4%) annually based upon DAVIE's actual costs for personnel escalators (i.e. cost of living increases), insurance, and general benefits offered to all DAVIE Police Department employees. In the event that the actual costs, as delineated above, have increased, DAVIE shall meet in good faith with Southwest Ranches Administrator and shall provide all necessary documentation establishing the increase, at least one hundred and twenty (120) days prior to October 1 of each calendar year. If DAVIE's actual costs, as delineated above, exceed four percent (4%) the parties shall meet in good faith to discuss any adjustments to the consideration. In the event that the parties are unable to come to terms, either party may elect to enact the termination provision contained in Section 9.1 below. The then annual payment plus four percent (4%) shall continue to be paid until the conclusion of this Interlocal Agreement. In the event that the actual costs, as delineated above, have not increased, the cost of service shall remain the same.
- 7.4 DAVIE, at its sole option, will provide a Special Resource Officer part time at Hawkes Bluff Elementary without contribution from RANCHES.
- 7.5 DAVIE and the RANCHES shall work cooperatively as it relates to any additional benefits that may be paid to DAVIE Police Department employees from the State of Florida, including but not limited to Chapter 185 Florida Statutes, unless such premiums currently do not include such surcharge. If necessary, said funds may be passed through the RANCHES directly to DAVIE for the direct benefit of DAVIE Police Department employees.
- 7.6 Subject to provision 5.1(g), DAVIE shall provide the RANCHES with full staffing as delineated herein. RANCHES shall be entitled to a credit for any vacancies, or portions thereof, that occur during the fiscal year. Said credit shall be issued at the conclusion of each fiscal year, and shall be applied to the first monthly payment of the proceeding fiscal year, unless it is the last year of this Interlocal Agreement, in which said credit shall be deducted from the RANCHES final payment to DAVIE.
- 7.7 As a result of this Interlocal Agreement, the RANCHES will be utilizing DAVIE for both police and fire/ems services. As such, RANCHES will utilize DAVIE as its E-911 communications/dispatch provider. DAVIE may provide such service or it may contract for such service in its sole discretion. In the event that DAVIE utilizes Broward County for such service, and in the event Broward County attempts to charge DAVIE for such services to the RANCHES as a result of the RANCHES not agreeing to execute Broward County's Consolidated Systems Agreement, RANCHES agrees to indemnify DAVIE

harmless for any action taken by Broward County to recuperate such funds, and agrees to remit such funds to DAVIE in the event that a court requires DAVIE and/or RANCHES to do so.

ARTICLE 8 TERM OF INTERLOCAL AGREEMENT

- 8.1 This Interlocal Agreement shall commence on February 1, 2014, and shall continue for an initial term of five (5) years through January 31, 2019. Thereafter, this Interlocal Agreement may be renewed for successive five (5) year terms upon the agreement of the parties. Such renewal shall occur at least one (1) year prior to the conclusion of this Interlocal Agreement, unless the parties agree in writing to a shorter renewal timeframe.
- 8.2 This Interlocal Agreement may be terminated only as provided for herein unless otherwise agreed upon in writing by the parties.

ARTICLE 9 TERMINATION

DAVIE does hereby acknowledge that RANCHES is making this Interlocal Agreement in reliance upon DAVIE's fulfillment of the obligations herein imposed for the full term contemplated herein. Accordingly, DAVIE does hereby acknowledge that RANCHES shall have the right of termination as outlined in the sections below.

- 9.1 RANCHES may terminate this Interlocal Agreement at its discretion either with or without cause, by giving written notice thereof to DAVIE; provided however, that such termination shall not be effective until one hundred and eighty (180) days after the receipt thereof by DAVIE.
- 9.2 In the event of termination, DAVIE shall render such aid, coordination, and cooperation as might be required for an expeditious and efficient termination of service.
- 9.3 Upon termination of this Interlocal Agreement, RANCHES shall have no obligation to pay DAVIE beyond the date of termination, except for services rendered prior to the termination date.
- 9.4 The parties agree that upon termination or the expiration of this Interlocal Agreement, RANCHES, or RANCHES subsequent police services provider, may consider DAVIE Police Department employees who were working within the RANCHES for employment.

ARTICLE 10 TRANSITION

- 10.1 In the event of the termination or expiration of this Interlocal Agreement, DAVIE and RANCHES shall cooperate in good faith in order to effectuate a smooth and harmonious transition from DAVIE and to maintain during such period of transition the same high quality of police protection otherwise afforded to the residents of the RANCHES pursuant to the terms hereof. In the event of such termination or expiration and in the further event that the RANCHES is unable to provide police protection at the time of such termination or expiration, this Interlocal Agreement shall be deemed to automatically extend on a month to month basis for an additional one hundred and twenty (120) days or until the RANCHES is capable of rendering such law enforcement services.
- 10.2 The remunerations to be paid to DAVIE during the transition period shall be equal to the last monthly payment made to the Town of DAVIE, but shall not exceed the pro rata Interlocal Agreement cost at that time.

ARTICLE 11 POLICE VEHICLES

- Subject to availability, DAVIE shall utilize a minimum of fourteen (14) police vehicles, the type of which shall be selected by RANCHES, for all assigned patrol officers in the Service Area. Each patrol vehicle shall prominently display on the vehicle's exterior, the legend of the RANCHES name in three (3) to six (6) inch lettering and the RANCHES' official logo.
- 11.2 DAVIE shall be responsible for equipping all vehicles with all necessary equipment, as determined by DAVIE, to provide all of the police services specified herein. DAVIE shall also be responsible for the maintenance of such equipment. Within two years from the Effective Date, DAVIE shall attempt to implement a credit card processing program to more easily accept payment for weight violations, and similar violations.
- 11.3 DAVIE may utilize vehicles that are not selected by the RANCHES for use of its Detective and C.S.A., and as pool vehicles.
- 11.4 DAVIE, at DAVIE's sole cost and expense, shall be responsible for the insurance and maintenance of all vehicles, including fuel and other fluids as long as said vehicles are titled in the name of DAVIE. DAVIE will maintain all vehicles in accordance with the vehicle manufacturer's specifications and recommendations. DAVIE shall maintain the vehicle maintenance records.

- 11.5 All patrol vehicles shall be trackable, equipped with Automated Vehicle Locator (AVL) and such information shall be made reasonably available to RANCHES.

ARTICLE 12 VEHICLE & EQUIPMENT TRANSFER

- 12.1 DAVIE shall provide RANCHES, a confirmation inventory, within one hundred and twenty (120) days of the Effective Date, delineating all vehicles and equipment supplied to DAVIE by RANCHES.
- 12.2 Title to all vehicles and equipment supplied to DAVIE by RANCHES, including any vehicles and equipment purchased by RANCHES during the course of this Interlocal Agreement, shall reside with Davie until the conclusion of this Interlocal Agreement.
- 12.3 No later than June 30th of each fiscal year, DAVIE shall supply RANCHES with an updated list of all vehicles and equipment supplied by RANCHES to DAVIE.
- 12.4 Upon the conclusion of this Interlocal Agreement, DAVIE shall tender to the RANCHES' then law enforcement provider, by Certificate of Title or Bill of Sale Absolute, all vehicles and equipment purchased by RANCHES over the course of this Interlocal Agreement. In the event that any of the vehicles or equipment has been replaced, DAVIE shall tender like kind vehicles and equipment, the age of which shall not exceed five years, reasonable wear and tear excepted

ARTICLE 13 RANCHES POLICE HEADQUARTERS

- 13.1 RANCHES Town Hall shall serve as the RANCHES Police Headquarters.
- 13.2 All meetings, if any, of DAVIE Police Department employees assigned to RANCHES shall take place at the RANCHES Police Headquarters excluding roll call, any briefings or trainings called by the DAVIE Police Department.
- 13.3 Upon the expiration or earlier termination of this Interlocal Agreement, DAVIE shall surrender possession of the space that is provided, and all RANCHES-owned furnishing and RANCHES-owned equipment, to the RANCHES.

ARTICLE 14
FINES, FORFEITURES, REVENUES: PAYMENT

- 14.1 RANCHES, at its sole option, may utilize its own legal counsel, or it may agree to reimburse DAVIE for its costs in representing the RANCHES in any fine or forfeiture proceedings.
- 14.2 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the RANCHES pursuant to Florida Statutes, Section 943.25, shall be subject to 7.5 of this agreement and shall be expended by DAVIE for law enforcement education to benefit the RANCHES.
- 14.3 All grant funds, miscellaneous revenues, or any other monies or things of value that the RANCHES receives or may hereinafter receive in connection with law enforcement activities shall remain property of RANCHES, or if it is required to be insured or maintained by DAVIE, shall be conveyed to DAVIE and shall be added to the inventory list of items that will be transferred to RANCHES at the conclusion of this Interlocal Agreement.
- 14.4 DAVIE and RANCHES do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the RANCHES' right to the disposition of fines and forfeitures to which the RANCHES would be entitled, pursuant to Florida Statutes, Section 316.660, as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the RANCHES would otherwise be entitled, except as limited herein. In accordance with Florida Statutes, Section 316.660, as may be amended from time to time, DAVIE's Police Chief shall make a recommendation to the RANCHES Council concerning the disposition of fines and forfeitures. Upon the approval of the RANCHES Council, said funds and forfeitures shall be utilized by DAVIE for law enforcement purposes within the Service Area.
- 14.5 Subject to the provisions of Section 14.6, DAVIE agrees that any currency seized within the RANCHES, pursuant to this Interlocal Agreement and Chapter 932, Florida Statutes, as may be amended from time to time, and subsequently forfeited, shall be deposited into the RANCHES' Law Enforcement Trust Fund. Said funds shall always remain in the ownership of the RANCHES and DAVIE shall not have any right to ownership and control of such funds. Said funds shall be earmarked for use within the RANCHES, upon approval of the RANCHES, in accordance with Chapter 932, Florida Statutes.
- 14.6 DAVIE's Police Chief and DAVIE's Administrator shall meet at least annually with Southwest Ranches Administrator to discuss the utilization of any funds seized, in accordance with Section 932.7055 (4), Florida Statutes.
- 14.7 Within the parameters of the Florida Forfeiture Statute, the parties agree that the decision to dispose of or to use real or personal property seized within the RANCHES shall be in the sole discretion of the RANCHES. In the event that the

real or personal property is used within the RANCHES, such real or personal property shall be used until the earlier of disposition of such property or termination or expiration of this Interlocal Agreement. In the event that the real or personal property is disposed of prior to the termination or expiration of this Interlocal Agreement, the RANCHES shall allocate the net proceeds from said disposition to the RANCHES' Law Enforcement Trust Fund. In the event that this Interlocal Agreement is terminated or expires prior to the disposition of the property, said property shall be turned over to RANCHES.

- 14.8 DAVIE shall, on an annual basis, supply the RANCHES with a written report of the above-described fines and forfeitures. Such report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, such report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the TOWN within ten (10) days of the ultimate adjudication with regard to the seizure of such property.

ARTICLE 15 TOWING

- 15.1 DAVIE shall use the selected RANCHES vendor for all vehicle removal needs when required to remove damaged, stolen, abandoned, and inoperable vehicles from all public roadways and properties within the Service Area. DAVIE shall also use the TOWN's selected towing company for towing of vehicles seized for forfeiture.

ARTICLE 16 INSURANCE

- 16.1 DAVIE agrees to maintain qualified insurance coverage at all times, with sufficient limits that will meet all State of Florida requirements for units of local government. This includes all necessary general and professional liability, vehicle, and worker's compensation and in no case shall coverage be less than limits for statutory waiver of sovereign immunity. DAVIE shall list RANCHES as an additional insured on all of its police services policies and shall provide RANCHES with proper certificates of insurance. To the extent permitted by law, DAVIE shall defend, save harmless, and indemnify RANCHES against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of a result of this Interlocal Agreement. This indemnification provision shall survive the termination of this Interlocal Agreement.

ARTICLE 17
DEFAULT

- 17.1 If DAVIE or RANCHES fails to perform or observe any of the material terms and conditions of this Interlocal Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from the other party except for failure to pay which will be forty-five (45) calendar days after receipt of written notice. The party giving notice of default may be entitled, but is not required, to seek performance of this Interlocal Agreement on an expedited basis, as the performance of the materials terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Interlocal Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice, if entitled to obtain an order requiring specific performance by the other party. This Article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.
- 17.2 In the event RANCHES fails to pay within the above stated forty-five (45) day period, DAVIE shall be entitled to the remedies provided under the Florida Prompt Payment Act or shall be entitled to terminate this Interlocal Agreement upon thirty (30) days prior written notice of such termination, whereupon DAVIE shall transition its services as specified herein.

ARTICLE 18
INDEMNIFICATION

- 18.1 To the extent permitted by law, DAVIE shall indemnify, defend, and hold RANCHES, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of DAVIE, its employees, agents, servants and DAVIE shall indemnify RANCHES, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, at all tribunal levels, which RANCHES, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of DAVIE, its employees, agents, or servants. For purposes of this provision, RANCHES' employees shall not be deemed agents or servants of DAVIE and DAVIE Police Department employees shall not be deemed agents or servants of RANCHES. DAVIE will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Interlocal Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 19
DESCRIPTION OF SERVICES

19.1 DAVIE shall provide those services customarily rendered by municipal police departments, and those services required to be performed under applicable laws or RANCHES Ordinances.

19.2 DAVIE law enforcement services are comprised of direct services, indirect services, special detail services and those services that all municipalities receive. Such services are generally described as follows:

- a. Direct Services - are those services that are provided by DAVIE Police Department employees assigned to the Service Area.
- b. Indirect Services - are those DAVIE services that are centralized within DAVIE, but provide benefits throughout DAVIE and the RANCHES.
- c. Special Detail Services - are those services offered by DAVIE pursuant to Florida Statutes, which authorizes DAVIE to administer a program that allows public and private entities to contract for the services of DAVIE Police Department employees during off-duty hours. All details must be approved by the DAVIE Police Chief and the Southwest Ranches Administrator. DAVIE Police Department employees assigned to RANCHES shall have right of first refusal for these special details. Such details are then open to any DAVIE Police Department employee.
- d. Countywide Services — are those services that are funded by Broward County that are provided to all municipalities in Broward County.

19.3 DIRECT SERVICES:

The law enforcement services provided pursuant to this Interlocal Agreement are as follows:

a. Uniformed law enforcement patrol

DAVIE will provide uniformed law enforcement patrol services to the RANCHES twenty-four (24) hours per day, seven (7) days a week, as specifically stated herein.

As previously stated, the Patrol Zones and the deployment schedule may be modified if necessary in order to address the ever-changing law enforcement needs of the RANCHES. Notwithstanding the aforementioned, the minimum coverage specified within this Interlocal Agreement shall be maintained.

DAVIE Police Department employees shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject

to DAVIE's response standards and protocols. DAVIE's response time in the RANCHES, on average, shall be equivalent to the response time in DAVIE.

DAVIE shall provide vacation-house-check services and premises surveillance not less than once during each twenty-four (24) hour period for each resident of the RANCHES who registers for such service.

DAVIE Police Department employees shall engage in continuous community policing efforts in their Patrol Zones including meeting with residents and business owners.

b. Other Law Enforcement Services

In addition to uniformed law enforcement patrol service described above, DAVIE shall provide the following law enforcement services to the RANCHES:

1. DAVIE shall provide public education programs;
2. DAVIE shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) based on trends and statistics within the RANCHES.
3. A DAVIE sworn officer familiar with the Patrol Zone shall attend the monthly homeowners association or civic association meetings. RANCHES shall provide reasonable notice of all such meetings.
4. A DAVIE Police Department employee shall attend all public meetings of the RANCHES Town Council.
5. When requested by the Southwest Ranches Town Administrator, a DAVIE Police Department employee will attend staff meetings and workshops of the RANCHES Town Council.
6. Cooperate and assist the RANCHES Code Enforcement Department.

19.4 INDIRECT SERVICES:

RANCHES indirectly receives the benefit of the following services associated with law enforcement by virtue of this Interlocal Agreement with DAVIE:

- a) Administration;
- b) Budget;
- c) Citizen Observer Patrol;
- d) Criminal Justice Institute
- e) Employee Assistance Program;
- f) Evidence;
- g) Finance;
- h) Fleet Control;
- i) Grants Management;

- j) Human Resources;
- k) Police Legal Advisor;
 - 1) Labor Relations;
- m) Media Relations & Public Relations
- n) Purchasing;
- o) Records;
- p) Recruitment;
- q) Selection and Assessment;
- r) Victim Services; and
- s) Any other services that meet the definition of Indirect Service as determined by DAVIE.

The costs of all of these indirect services are included within the consideration of this Interlocal Agreement.

19.5 TOWN SPONSORED EVENTS & SPECIAL DETAIL SERVICES

DAVIE shall provide security and traffic detail services to support special event activities occurring within the RANCHES in accordance with the DAVIE's Special Details Policies and Procedures. DAVIE shall cooperate with the RANCHES and follow RANCHES' procedures in the permitting of special events. RANCHES agrees to authorize DAVIE to act as the public safety representative for the special events. DAVIE agrees to provide special detail services to support four (4) RANCHES special events as part of the consideration of this Interlocal Agreement, provided that the special event is no more than eight (8) hours in duration, and has less than five hundred (500) attendees at any one time. For all additional RANCHES special events, RANCHES may utilize DAVIE's special detail services at a rate not to exceed DAVIE's actual overtime cost for the provision of such special detail service. The DAVIE Police Chief and the Southwest Ranches Administrator shall consult to determine the number of officers needed for such special events.

As it relates to non-RANCHES sponsored events, all such requests for special detail services shall be approved by DAVIE's Police Chief and Southwest Ranches Administrator, and shall be submitted utilizing DAVIE's procedures and application for seeking special detail services. No special detail service shall be provided until DAVIE's Police Chief's and Southwest Ranches Administrator's approval has been obtained. After approval, any such special detail services for non-RANCHES special detail services shall be worked out directly between DAVIE and the non-RANCHES sponsoring agency, and all costs for such detail services shall be borne by the sponsoring agency, and not the RANCHES. RANCHES may directly charge a RANCHES applicant an additional administrative fee for such special detail services.

19.6 ADDITIONAL SERVICES

Upon the request of the Southwest Ranches Administrator and DAVIE's availability of resources, DAVIE agrees to provide such additional resources at a cost mutually agreed upon by the parties.

ARTICLE 20 MISCELLANEOUS

- 20.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the parties hereto 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.
- 20.2 Merger: This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, 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 Interlocal Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Interlocal Agreement.
- 20.3 Assignment: The respective obligations of the parties set forth herein shall not be assigned, or subcontracted in whole or in part, without the written consent of the other party.
- 20.4 Records and Audit: RANCHES and DAVIE shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. The parties acknowledge that the public shall have access, at all reasonable times, to all documents and information pertaining to this contract, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access subject to disclosures under applicable law. The parties agree to maintain all public records in connection with this Interlocal Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Both parties shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed

except as authorized by law.

Each party shall have the right to audit the books, records, and accounts of the other that are related to the Interlocal Agreement including, but not limited to those relating to, costs, revenues and special assessments. In addition, each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Interlocal Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the other, all financial records, supporting documents, statistical records, and any other documents pertinent to this Interlocal Agreement. If an audit has been initiated and audit findings have not been resolved, the books, records, and accounts shall be retained until resolution of the audit findings. No confidentiality or nondisclosure requirement of either federal or state law shall be violated by either party.

20.5 Contract Administrators: The Contract Administrators for this Interlocal Agreement are the DAVIE Administrator, or designee, for DAVIE, and RANCHES Administrator or designee, for RANCHES. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

20.6 Recordation: DAVIE is hereby authorized and is directed after approval of this Interlocal Agreement by the governing bodies of RANCHES and DAVIE and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to record this Interlocal Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes. DAVIE shall provide a recorded copy of this Interlocal Agreement to RANCHES.

20.7 Governing Law and Venue: This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

20.8 Severability: In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless RANCHES or DAVIE elects to terminate this Interlocal Agreement. An election to terminate this Interlocal Agreement based upon this provision shall be made within seven (7) days after the court determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such an event, RANCHES and DAVIE agree to cooperate fully with the other to effectuate a smooth transition of services.

20.9 Emergency Management: RANCHES shall designate a liaison to report to the Broward Emergency Operation Center (EOC) during an activation as well as designate a liaison to report to DAVIE's Field Operation Center (FOC).

20.10 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by any overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR DAVIE

Davie Administrator
Richard J. Lemack
6591 Orange Drive
Davie, FL 33314

With a copy to:

Davie Town Attorney
John Rayson, Esq.
6591 Orange Drive
Davie, FL 33314

FOR RANCHES

Ranches Administrator
Andy Berns
13400 Griffin Road
Southwest Ranches, FL 33330

With a copy to:

Ranches Town Attorney
Keith M. Poliakoff, Esq. 200
East Las Olas Boulevard
Suite 1700
Fort Lauderdale, FL 33301

20.11 Nondiscrimination: RANCHES' and DAVIE's decisions regarding the delivery of services under this Interlocal Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

20.12 Third Party Beneficiaries: With the exception of Section 20.21, below, neither RANCHES nor DAVIE intended that any person shall have a cause of action against either of them as a third party beneficiary under this Interlocal Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal 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 Interlocal Agreement.

22.13 Performance: RANCHES and DAVIE represent that all persons performing the services required under this Interlocal Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

20.14 Materiality and Waiver of Breach: DAVIE and RANCHES agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of the Interlocal Agreement and, therefore, is a material term hereof

Either party's failure to enforce any provision of this Interlocal Agreement shall not be deemed a waiver of such provision or modification of this Interlocal Agreement. A waiver of any breach of a provision of this Interlocal Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Interlocal Agreement.

20.15 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Interlocal Agreement.

20.16 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Interlocal Agreement by reference and a term, statement, requirement, or provision of this Interlocal Agreement, the term, statement, requirement, or provision contained in Articles 1 through 20 of this Interlocal Agreement shall prevail and be given effect.

20.17 Amendments: Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interlocal Agreement and executed by DAVIE and RANCHES.

20.18 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Interlocal Agreement.

20.19 Independent Contractor: RANCHES and DAVIE are independent contractors under this Interlocal Agreement. Services provided by the parties shall be by employees, agents, or approved subcontractors of the respective party and subject to supervision by that party. In providing such services, neither RANCHES' nor DAVIE officers, employees, agents or approved subcontractors shall act as officers, employees, or agents of the other party. This Interlocal Agreement shall not constitute or make the parties a partnership or joint venture, Personnel policy, tax responsibilities, workman's

compensation, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Interlocal Agreement shall be those of the respective party.

20.20 Multiple Originals: This Interlocal Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

20.21 Detention Center: DAVIE acknowledges that it has sufficient capacity to deliver police services to the RANCHES' future 2,500 bed, 500,000 sqf., center, located on property currently owned by the Corrections Corporation of America. DAVIE agrees to timely provide Broward County, upon request, any documentation that Broward County may require to acknowledge that DAVIE has the capacity, the ability, and the willingness to service this center under the terms and conditions contained herein. The development of the center has not been factored into the total consideration of this Interlocal Agreement.

20.22 Ranches Roadways: Provided that it does not directly hinder DAVIE's ability to provide police services to RANCHES, DAVIE acknowledges and agrees that DAVIE cannot utilize this Interlocal Agreement as a means to prevent or to interfere in any way with RANCHES' ability to close/open any of its roads, to regulate traffic, to implement traffic controls, or to add/remove traffic calming devices. RANCHES acknowledges that any such road regulation may negatively effect response times. Response delays caused by RANCHES road regulations may not be used as a basis to support a claim against DAVIE for failure to meet its response times under this Interlocal Agreement.

20.23 Force Majeure: In the event of an act of God, hurricane, flood, tornado, tropical storm, twenty-five year storm event, riot, act of terrorism, or other disaster, the parties agree to provide service to the best extent of their ability given the circumstances. Nothing during a force majeure shall be considered a breach of this Interlocal Agreement, or cause for termination of this Interlocal Agreement, provided that DAVIE and RANCHES use their best efforts under the circumstances.

INTERLOCAL AGREEMENT BETWEEN TOWN OF DAVIE AND THE
TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF POLICE
SERVICES

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the 20 day of November, 2013, and RANCHES, signing by and through its Mayor, duly authorized to execute same by Council action on the 20 day of November, 2013.

DAVIE
By Judy Paul
Judy Paul, Mayor

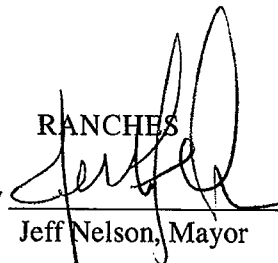
20 November, 2013

APPROVED AS TO FORM

By: John Rayson
John Rayson, Esq.
Town Attorney

INTERLOCAL AGREEMENT BETWEEN TOWN OF DAVIE AND THE
TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF POLICE
SERVICES

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the
respective dates under each signature: DAVIE signing by and through its Mayor, duly
authorized to execute same by Council action on the 20th day of November, 2013, and
RANCHES, signing by and through its Mayor, duly authorized to execute same by Council
action on the 20th day of November, 2013.

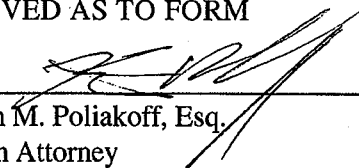
RANCHES
By 
Jeff Nelson, Mayor

20th November, 2013

Attest:

By: 
Erika Gonzalez-Santamaria, CMC, Town Clerk

APPROVED AS TO FORM

By: 
Keith M. Poliakoff, Esq.
Town Attorney

11327056.1

Zone 31

Zone 32

Zone 33

Proposed Zone 41

Proposed Zone 42

Proposed Zone 43

DAVIE

SOUTHWEST

RANCHES

Town of Davie

Police Zones for Southwest Ranches

Legend

Proposed Police Zone

Existing Police Zone

Proposed Zone 31

Proposed Zone 32

Proposed Zone 33

Proposed Zone 41

Proposed Zone 42

Proposed Zone 43

Existing Zone 31

Existing Zone 32

Existing Zone 33

Existing Zone 41

Existing Zone 42

Existing Zone 43

North Arrow

Town Seal

EXHIBIT

A

A

ALPHA SHIFT									
3 Zones 4 Ofc.s		Hours	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
	Officer # 1	2100-0700	OFF	OFF	OFF	1	1	1	1
	Officer # 2	2100-0700	1	1	1	OFF	OFF	OFF	1
	Officer # 3	2100-0700	1	1	OFF	OFF	OFF	1	1
	Officer # 4	2100-0700	OFF	1	1	1	1	OFF	OFF
	Ofc. Total		2	3	2	2	2	2	3
	Overlap 1 hr.	0600-0700							
3 Zones 5 Ofc.s		Hours	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
	Officer # 1	0600-1600	1	OFF	OFF	OFF	1	1	1
	Officer # 2	0600-1600	1	1	OFF	OFF	OFF	1	1
	Officer # 3	0600-1600	1	1	1	1	OFF	OFF	OFF
	Officer # 4	0600-1600	OFF	OFF	OFF	1	1	1	1
	Officer # 5	0600-1600	OFF	1	1	1	1	OFF	OFF
	Detective	0800-1800	W	OFF	OFF	OFF	W	W	W
	C.S.A.	0830-1700	W	W	OFF	OFF	W	W	W
	Ofc. Total		3	3	2	3	3	3	3
	Total Staffing		5	4	2	3	5	5	5
	Overlap 2 hr.	1400-1600							
3 Zones 5 Ofc.s		Hours	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
	Officer # 1	1400-0000	1	OFF	OFF	OFF	1	1	1
	Officer # 2	1400-0000	1	1	OFF	OFF	OFF	1	1
	Officer # 3	1400-0000	1	1	1	1	OFF	OFF	OFF
	Officer # 4	1400-0000	OFF	OFF	OFF	1	1	1	1
	Officer # 5	1400-0000	OFF	1	1	1	1	OFF	OFF
	Ofc. Total		3	3	2	3	3	3	3
	Overlap 3 hr.	2100-0000							
Total Staffing Levels									
14	Patrol Officers will be deployed on three (3) ten (10) hour shifts creating six (6) hours of overlap during peak times of the day.								
1	Detective								
1	Community Service Aide								
16	# of Total Allocated Personnel								