

**RESOLUTION NO. 2018-048**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE TOWN OF DAVIE FOR THE DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES; AUTHORIZING THE MAYOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on June 8, 2017, pursuant to Resolution No. 2017-046, the Town of Davie ("DAVIE") and The Town of Southwest Ranches ("RANCHES") entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

**WHEREAS**, both parties desire to amend the Agreement to eliminate DAVIE's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the RANCHES to directly hire one Police Civilian Coordinator (P.C.C.); and

**WHEREAS**, the need for administrative support for a Police Civilian Coordinator (P.C.C.) has exceeded the current need for the Community Service Aid (C.S.A.) duties and requirements; and

**WHEREAS**, the transition of positions will not place added service demands on the Davie Police Department;

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1. Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2. Approval.** That the Town Council of the Town of Southwest Ranches, Florida hereby approves the First Amendment to the Agreement between the Town of Southwest Ranches and the Town of Davie for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services, in substantially the same form as that attached hereto as Exhibit "A".

**Section 3. Authorization.** The Mayor and Town Attorney are each authorized to execute the First Amendment to the Agreement, in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 12<sup>th</sup> day of April, 2018 on a motion by C/M Schroeder

and seconded by C/M Breithaupt.

McKay dy  
Fisikelli dy  
Breitkreuz dy  
Jablonski dy  
Schroeder dy

Ayes 5  
Nays 0  
Absent 0  
Abstaining 0

ATTEST:  
Russell Muñiz  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Doug McKay  
Doug McKay, Mayor

Approved as to Form and Correctness:

Keith Poliakoff  
Keith Poliakoff, J.D., Town Attorney

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF  
DAVIE AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF  
PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE  
PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES**

---

**THIS FIRST AMENDMENT TO THE AGREEMENT** made and entered into as if this 12<sup>th</sup> day of April, 2018, by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida (hereinafter referred to as "DAVIE"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "RANCHES"). This First Amendment to the Agreement reflects the material and operational terms that have been agreed to by the respective representatives.

**WHEREAS**, on June 8, 2017, DAVIE and RANCHES entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

**WHEREAS**, both parties desire to amend the Agreement to eliminate DAVIE's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the RANCHES to directly hire one Police Civilian Coordinator (P.C.C.); and

**WHEREAS**, the need for administrative support for a Police Civilian Coordinator (P.C.C.) has exceeded the current need for the Community Service Aid (C.S.A.) duties and requirements; and

**WHEREAS**, the transition of positions will not place added service demands on the Davie Police Department; and

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, DAVIE and RANCHES do hereby agree as follows:

1. Article 4, Consideration, Section 4.1, shall be amended as follows:

4.1 By the fifteenth (15<sup>th</sup>) day of each month, in consideration of the services contained herein, RANCHES agrees to pay DAVIE from any or all legal revenue sources available to it, or which may be available to it, as follows:

Commencing May 1, 2018, which is part of Fiscal Year 2018 (May 1, 2018—September 30, 2018): RANCHES shall pay DAVIE Five Million

Six Hundred and Fifty Thousand and Zero Cents (\$5,650,000.00) annually in twelve (12) equal payments of Four Hundred and Seventy Thousand Eight Hundred and Thirty Three Dollars and Thirty Three Cents (\$470,833.33) . This amount will be paid for the five remaining months of the fiscal year. (May-September 2018) All of the other provisions of 4.1 of the Agreement not inconsistent herewith shall remain in full force and effect.

....

2. Article 17, Police Staffing, shall be amended as follows:

17.1 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 Chief's 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 excluding code enforcement. 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 in conformance with Davie Police Policy. Notwithstanding the aforementioned, the following DAVIE Police Department employees shall be directly assigned to the RANCHES as a minimum staffing level.

Total DAVIE Staffing: 15

1 Police Detective Certified in Animal Abuse/Neglect Investigation  
14 Police Officers (of which 6 are shared); All Speed Certified within the first year of assignment to RANCHES.

**Detective:** RANCHES shall be assigned one (1) DAVIE Police 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) DAVIE Police Officers who have successfully completed probation with the Department (of which 6 are shared as further

delineated herein). All Police Officers not already speed enforcement certified shall be speed certified as soon as training classes are available when assigned to RANCHES. All Police Officers must learn the RANCHES' topography, must show an understanding of the RANCHES' rural lifestyle, and must take a training course with the RANCHES' provider, at no cost to DAVIE, concerning large animal rescue.

Total RANCHES Staffing: 1

**P.C.C.:** RANCHES shall hire one (1) Police Civilian Coordinator (P.C.C.). RANCHES shall provide all equipment and training to its P.C.C. except that DAVIE shall provide RANCHES P.C.C. with a Police radio and a Police accessible computer with login credentials. The DAVIE Police Chief must approve the RANCHES P.C.C. RANCHES and DAVIE agree that RANCHES P.C.C. shall have the following job responsibilities and shall have the ability to:

- Handle all walk-ins relating to Police issues;
- Complete Police reports and answer basic law enforcement questions;
- Provide weekly report of calls and responses to RANCHES;
- Fingerprint RANCHES residents;
- Pull and print RANCHES Police reports;
- Access to Department of Motor Vehicles and all criminal databases;
- Assist RANCHES in code enforcement hearings and coordinating Police availability;
- Liaison between Ranches and DAVIE Police
- Operate Police radio system to receive and to transmit messages;
- Handle routing of requests for service that come into RANCHES Town Hall.

The P.C.C. shall be required to conform and to pass the DAVIE Police Department's background check, and shall meet all requirements necessary to become a DAVIE Police Department volunteer. In addition, the P.C.C. shall meet and shall maintain all training and certification necessary and required by local, state, and federal agencies. The P.C.C. shall also meet all data access and reporting requirements

authorized and established by the DAVIE Police Chief. The P.C.C. shall not have arrest powers.

....

3. Except as specifically modified by this First Amendment to the Agreement, all other terms, conditions, and requirements of the Agreement shall remain in full force, and effect.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES**

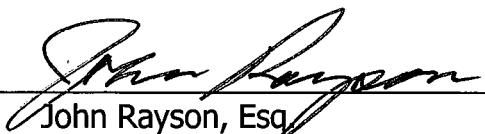
IN WITNESS WHEREOF, the parties have made and have executed this First Amendment to the Agreement on the respective dates under each signature: DAVIE signing by and through its Mayor, duly authorized to execute same by Council action on the 18 day of April 2018, and RANCHES, signing by and through its MAYOR, duly authorized to execute same by Council action on the 12 day of April, 2018.

**TOWN OF DAVIE**

By   
Judy Paul, Mayor

18<sup>th</sup> day of April, 2018

APPROVED AS TO FORM:

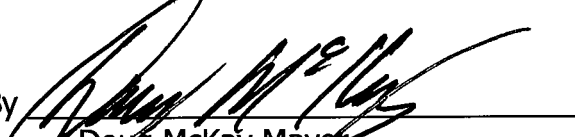
By   
John Rayson, Esq  
Town Attorney

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN TOWN OF DAVIE AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICES**

IN WITNESS WHEREOF, the parties have made and have executed this First Amendment to the 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 18 day of April 2018, and RANCHES, signing by and through its MAYOR, duly authorized to execute same by Council action on the 12<sup>th</sup> day of April, 2018.

**TOWN OF SOUTHWEST RANCHES**

By

  
\_\_\_\_\_  
Doug McKay Mayor

12<sup>th</sup> day of April, 2018

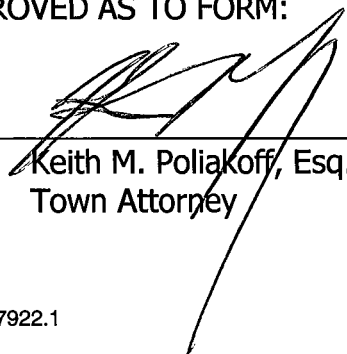
ATTEST:

By

  
\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM:

By

  
\_\_\_\_\_  
Keith M. Poliakoff, Esq.  
Town Attorney