

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Russell Muniz, Acting Assistant Town Administrator / 797-1011
Prepared By: Phillip R. Holste, CFM, Program Manager / 797-1041

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE ANNEXATION OF PINE ISLAND RIDGE; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: In 2005, the Florida Legislature (HB1045/SB2748) provided for an election by the Pine Island Ridge residents to determine whether they wanted to annex into the Town of Davie. The election was held in March 14, 2006 and the residents voted overwhelmingly, 83%-17%, to join the Town. The House Bill states the Town and Broward County must execute an interlocal agreement prior to the annexation date, September 15, 2006. The interlocal agreement defines the services and infrastructure that will be transferred from the County to the Town.

PREVIOUS ACTIONS: R2006-88 (Annexation Agreement between the Town of Davie and Pine Island Ridge Country Club, Inc.)

CONCURRENCES: Not Applicable

FISCAL IMPACT: None

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s):
Resolution; Interlocal Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE ANNEXATION OF PINE ISLAND RIDGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the residents of Pine Island Ridge voted to join the Town of Davie; and

WHEREAS, the Town of Davie desires a smooth transition of services from Broward County.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the recitals set forth above are true and correct and are made a part of this resolution.

SECTION 2. That the Town Council does hereby approve the Agreement between the Town of Davie and Broward County and authorizes the Mayor to execute the attached interlocal agreement.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK
APPROVED THIS _____ DAY OF _____, 2006

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

to

**IMPLEMENT ANNEXATION OF
PINE ISLAND RIDGE
INTO THE TOWN**

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY and the TOWN OF DAVIE

to

**IMPLEMENT ANNEXATION OF PINE ISLAND RIDGE
INTO THE TOWN**

This is an Interlocal Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

The TOWN OF DAVIE, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN."

WHEREAS, in order to establish the background, context, and frame of reference for this Agreement and to provide a general background regarding the objectives and intentions of COUNTY and TOWN, the following statements, representations, and explanations are predicates for the undertakings and commitments included within the provisions which follow and shall be construed as essential elements of the mutual considerations upon which this Interlocal Agreement is based; and

WHEREAS, it is the purpose and intent of this Agreement for COUNTY and TOWN 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; and

WHEREAS, this Agreement is an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes (2004), the Florida Intergovernmental Cooperation Act of 1969, as amended. Prior to the effectiveness of any provisions of this Agreement and any amendments hereto, this Agreement including any amendments shall be filed as provided by Section 163.01(11); and

WHEREAS, the purpose and intent of this Agreement is to implement the voter-approved annexation of Pine Island Ridge pursuant to Chapter 2005-317, Laws of Florida from COUNTY to TOWN any and all traditional municipal services unless otherwise provided herein, and as more particularly described in Exhibit "A", attached hereto; and

WHEREAS, pursuant to 2005-317, Laws of Florida, the annexation will become effective on September 15, 2006; and

WHEREAS, it is in the best interests of TOWN and COUNTY to ensure a smooth transition of services and facilities from COUNTY to TOWN.

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement — means this document, Articles 1 through 8 inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board — The Broward COUNTY Board of COUNTY Commissioners.
- 1.3 TOWN Contract Administrator — The TOWN of Davie Town Administrator, or his/her designee, is the TOWN Contract Administrator. The primary responsibilities of the TOWN Contract Administrator are to coordinate and communicate with COUNTY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the TOWN Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 COUNTY Contract Administrator — The Broward COUNTY Administrator, or his/her designee, is the COUNTY Contract Administrator. The primary responsibilities of the COUNTY Contract Administrator are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the COUNTY Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 TOWN shall perform all work, tasks, functions and services identified to be performed by TOWN in this Agreement and in Exhibit “A”, and COUNTY shall perform all work, tasks, functions, and services identified to be performed by COUNTY in this Agreement and in Exhibit “A.” The parties agree that the Scope of Services is a description of their obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, work, tasks, functions, and services which are such an inseparable part of the matter described that exclusion would render performance by the party obligated impractical, illogical or unconscionable. Upon the effective date of the annexation, TOWN shall extend its general governmental services to the areas annexed at the same level as then exists within TOWN except as otherwise provided in this Agreement.

- 2.2 TOWN acknowledges and agrees that the COUNTY Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Likewise, COUNTY acknowledges and agrees that the TOWN Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3
EFFECTIVENESS; TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall become effective only upon being executed by all of the parties and, shall be further expressly subject to the annexation of the Property. If this Agreement becomes effective, the term, and the obligations hereunder, shall begin on the effective date of this Agreement and shall end upon completion of the performance of COUNTY obligations under this Agreement. COUNTY obligations under this Agreement shall terminate with the expiration of this Agreement except as provided in Exhibit A. Notwithstanding any other provision, the parties' obligations under this Agreement shall not extend beyond September 30, 2007.
- 3.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4
CHANGE IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by a written amendment, executed by TOWN and COUNTY in accordance with Section 8.15 below.

ARTICLE 5
GOVERNMENTAL IMMUNITY

TOWN is a Florida municipality, and agrees to be fully responsible for acts and omissions of its 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. Likewise, COUNTY is a political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its 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 6
INSURANCE

TOWN is a state agency or municipality as defined by Section 768.28, Florida Statutes, and TOWN shall provide written verification of liability protection to the County Contract Administrator prior to final execution of this Agreement, failing which TOWN assumes the risk for any and all loss and liability resulting from this Agreement that is judicially imposed upon TOWN. COUNTY is a state agency or political subdivision as defined by Section 768.28, Florida Statutes, and COUNTY shall provide written verification of liability protection to the Town Contract Administrator prior to final execution of said agreement, failing which COUNTY assumes the risk for any and all loss and liability resulting from this Agreement that is judicially imposed upon COUNTY.

ARTICLE 7
TERMINATION

This Agreement may be terminated for cause by action of Board or by TOWN if, after written notice from the aggrieved party identifying the breach, the party in breach has not corrected the breach within thirty (30) days or if the nature of the breach is such that it cannot be corrected within thirty (30) days, the party in breach has not commenced and diligently pursued action to promptly correct the breach. Termination of this Agreement shall not cause any interest in real or personal property that was transferred to TOWN to revert to COUNTY and shall not cause any transfer of municipal services, obligations from COUNTY to TOWN to revert to COUNTY. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 8
MISCELLANEOUS

8.1 **OWNERSHIP OF DOCUMENTS**

Any and all reports, photographs, surveys, and other data and documents created in connection with this Agreement are and shall remain the property of the party that created same and will be made available to the other party for inspection or use at no cost.

8.2 AUDIT AND RETENTION OF RECORDS

TOWN and COUNTY shall have the right to audit the books, records, and accounts that are related to this Agreement. TOWN and COUNTY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

TOWN and COUNTY shall preserve and make available, at reasonable times for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

Neither TOWN nor COUNTY shall unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. TOWN and COUNTY shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

TOWN's and COUNTY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward COUNTY Code, Chapter 16 1/2), national origin, marital status, physical or mental disability, political affiliation, or any factor which cannot be lawfully used as a basis for service delivery.

TOWN and COUNTY shall not engage in or commit discriminatory practice in violation of the Broward COUNTY Human Rights Act (Broward COUNTY Code, Chapter 16 1/2) in performing any services pursuant to this Agreement.

8.4 INDEPENDENT CONTRACTOR

TOWN and COUNTY are independent contractors under this Agreement. Services provided by TOWN and COUNTY pursuant to this Agreement shall be subject to the supervision of TOWN and COUNTY. In providing such services, neither TOWN nor COUNTY or its agents shall act as officers, employees, or agents of TOWN or COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.5 THIRD PARTY BENEFICIARIES

Neither TOWN nor COUNTY intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights in or obligations to any third person or entity 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 upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, 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 in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

COUNTY Administrator
Government Center, Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR TOWN:

TOWN Administrator
6591 Orange Dr.
Davie, FL 33314

8.7 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by either party without the written consent of the contract administrator of the other party.

8.8 WAIVER OF BREACH

Neither COUNTY's nor TOWN's failure to enforce any provision of this Agreement shall be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this 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 Agreement.

8.9 COMPLIANCE WITH LAWS

TOWN shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Likewise, COUNTY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

8.10 SEVERANCE

In the event this Agreement or a material provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall continue to be effective.

8.11 JOINT PREPARATION AND INTERPRETATION

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 herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

8.12 CONSTRUCTION OF AGREEMENT

It is the intent of the parties that this Agreement shall be liberally construed and interpreted consistent with the "Whereas" clauses set forth herein so as to fully effectuate its purposes and intent. The parties agree that they will cooperate, act in good faith, and make best efforts to accomplish any and all of the terms, conditions, and provisions of this Agreement, and shall take all appropriate and necessary actions and execute such additional documents as are necessary to effectuate this Agreement.

8.13 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 Agreement by reference, and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.14 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction and venue for litigation concerning this Agreement shall be exclusively in the state court of the Seventeenth Judicial Circuit in and for Broward County, Florida.

8.15 AMENDMENTS

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 Agreement and executed by the Board and the governing body of TOWN.

8.16 MERGER OF PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and 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, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.17 REMEDIES

In the event of breach or default of any term, condition, covenant, or obligation of this Agreement by either party, the other party may exercise any right available to it at law or equity, including without limitation an action for specific performance and all such remedies shall be cumulative.

8.18 INCORPORATION OF EXHIBITS

The parties confirm and acknowledge the truth and accuracy of the “Whereas” clauses contained in this Agreement and same are hereby incorporated into and made a part of this Agreement. The attached Exhibits “A” and “B” are also incorporated into and made a part of this Agreement.

8.19 RECORDATION OF AGREEMENT

The parties shall work together to ensure that all necessary filings and recordation are timely and properly made with all state and federal offices and agencies that require knowledge of the boundary changes. This Agreement may be recorded in the Official Records of Broward County, Florida, if either party so desires.

8.20 MULTIPLE ORIGINALS

This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

8.21 TOWN'S LAWS

Nothing contained in this Agreement shall constitute a waiver of TOWN's legislative, governmental, or police powers nor shall this Agreement prohibit or restrict TOWN in promoting and protecting the health, safety, and welfare of TOWN and its inhabitants.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: Broward COUNTY through its Board of COUNTY Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action, and TOWN, signing by and through its Mayor and TOWN Clerk duly authorized to execute same.

INTERLOCAL AGREEMENT BETWEEN THE COUNTY AND THE TOWN OF DAVIE TO IMPLEMENT THE ANNEXATION OF THE PINE ISLAND RIDGE AREA INTO THE TOWN

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of COUNTY Commissioners

Broward COUNTY Administrator, as
Ex-officio Clerk of the Broward
COUNTY Board of COUNTY
Commissioners

By: _____
Mayor

Date: _____

Insurance Requirements
Approved by Broward COUNTY
Risk Management Division

Approved as to form by:
Jeffrey J. Newton, COUNTY attorney
Broward COUNTY, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____

By: _____

INTERLOCAL AGREEMENT BETWEEN THE COUNTY AND THE TOWN OF DAVIE TO IMPLEMENT THE ANNEXATION OF THE PINE ISLAND RIDGE AREA INTO THE TOWN

TOWN

TOWN OF DAVIE, FLORIDA

By: _____
_____, Mayor

_____, TOWN Clerk

Approved As To Form:

(SEAL)

_____, TOWN Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____ 2005 by _____ as Mayor of the TOWN of Davie, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

Notary Public, State of Florida

EXHIBIT A

OBLIGATIONS OF TOWN AND COUNTY

1. Types of Services Transitioned to TOWN - Except as otherwise provided in this Agreement, TOWN shall be responsible for providing municipal services to the annexed area as of the effective date of the annexation.
2. TOWN shall be responsible for the following services as of October 1, 2006:
 - Building Code Enforcement
 - Zoning Code Enforcement
 - Maintenance of Roads and Rights of way
 - Planning, Zoning and Development Review
 - Housing and Community Development
 - Neighborhood Parks and Recreation
 - Street Lighting
 - Garbage Collection
 - School Guards
 - Waterway Maintenance and Management
 - Fire Rescue (Currently provided by Town)
 - Police Service (Currently provided by BSO)
3. Building Code Services—All applications for building permits submitted prior to the October 1, 2006 shall be reviewed, issued, inspected and finalized by County, including expired permits which are renewed. Any permit application submitted after such date shall be issued, inspected and finalized by Town. County shall continue to monitor and enforce all outstanding building code violations, including issuance of building permits and inspections required to rectify outstanding violations.
4. Zoning Code Services — TOWN shall receive all outstanding zoning violations from the COUNTY on October 1st of the year in which the annexation becomes effective. In addition, all active non-expired permits and certificates of use that are outstanding will be finalized and inspected by the COUNTY. Building inspectors will not continue to provide any inspections related to the zoning certificate of use program. Zoning designations under the Broward County Zoning Code shall remain in effect until TOWN adopts an ordinance changing the zoning designations. Upon annexation, TOWN shall be responsible for enforcement of all other provisions of the TOWN'S Code of Ordinances, site plan review, variances, certificates of use and zoning permits within the annexed area.
5. Engineering and Right-of-Way Management - In accordance with Chapter 2005-317 Laws of Florida, all public roads and the public rights-of-way associated therewith, on the Broward COUNTY Road System, lying within the limits of the annexed areas as described in Chapter 2005-317, Laws of Florida, are transferred from COUNTY jurisdiction to the jurisdiction of TOWN, hereinafter referred to as "Transferred Roads". All rights, title, interests, and responsibilities for the Transferred Roads, including, but not limited to, the ownership, operation, planning, design, and construction of said public roads, and to the rights-of-way associated therewith, are deemed transferred

from COUNTY's jurisdiction and ownership to the jurisdiction and ownership of TOWN upon the effective date of the annexation.

All outstanding Engineering Division permits concerning right-of-way shall be inspected and finalized by COUNTY. Bonds held by COUNTY for outstanding Engineering Division permits will be maintained by COUNTY until successful completion of the one-year warranty maintenance period. Any work in the right-of-way of a Transferred Road submitted for permit after the effective date of this agreement shall be issued, inspected, and finalized by TOWN.

6. Street Maintenance — COUNTY agrees to continue to have responsibility for maintenance of the Transferred Roads as described in Section 5 until October 1, 2006. TOWN hereby acknowledges responsibility for maintenance of the Transferred Roads as described in Section 5 above beginning October 1, 2006, however, COUNTY shall complete any street maintenance projects in process as of the effective date of the annexation.
7. Planning and Development Review — Town shall be responsible for the review of all final plats within the annexed area which have not been approved by the Broward County Board of County Commissioners by October 1, 2006. All plats approved by the Broward County Board of County Commissioners prior to October 1, 2006 shall be entitled to be recorded as if such a plat was still located within the unincorporated area. Town shall be responsible for the review of all final site plan applications which have not received a development order from Broward County by the October 1, 2006. The Future Unincorporated Land Use Element of the Broward County Comprehensive Plan shall remain in effect until Town adopts an ordinance changing such land use designation by a majority of the full governing body of the Town. Upon annexation, Town shall be responsible for implementation and administration of the Future Unincorporated Land Use Element of the Broward County Comprehensive Plan within the annexed area.
8. Community Development Block Grant, HOME and SHIP Grant Programs — COUNTY shall permit the TOWN, or eligible organizations when supported by the TOWN, to make application for and receive a pro-rata allotment of CDBG/HOME/SHIP funds, based on the population of the Annexation Area which COUNTY is qualified to receive from the U.S. Department of Housing and Urban Development (HUD).
9. Allocation of Revenues — TOWN shall initiate and coordinate with COUNTY the notification and filing process to ensure that all Municipal, COUNTY and State revenue sources listed below are transitioned to TOWN on October 1, 2006. COUNTY shall make provisions for per capita revenue sharing payments to TOWN on behalf of the annexed area until that point in time at which all State of Florida, COUNTY and Municipal revenue sharing sources based on population formulas recognize the population of the annexed area as part of the TOWN of Davie and that recognition is reflected in TOWN's annual share of State revenues.

- Electric Utility Taxes

- Communication Services Taxes
- Electric Franchise Fees
- State Revenue Sharing
- Gas Taxes
- Sales Tax

10. Transfer of Records — All records will be transferred to TOWN commencing September 15, 2006 and proceed continuously until all records in the annexation area are transferred to TOWN based on a mutually agreed upon schedule. Records that are not transferred may be disposed of by COUNTY.
11. Street Lighting - TOWN hereby accepts assignment of and shall be responsible for any contracts with Florida Power and Light or other entity for the maintenance of existing streetlights and the installation of new lights within the annexed areas as of October 1, 2006 including street lights along Pine Island Rd from SR-84 to Nova Dr (SW 24 St), Nova Dr (SW 24 St) from Pine Island to Nob Hill Rd, Nob Hill Rd and SR-84. TOWN agrees to provide written notification of its response ability for street lighting to Florida Power and Light Company and/or any other entity entitled to notice of such assignment upon execution of this agreement.
12. Garbage Collection – COUNTY shall provide all waste collection and recycling services to single family units and multifamily complexes with nine units or less through September 30, 2006 and retain all garbage collection residential and commercial franchise fees and other applicable revenues payable for all periods through September 30, 2006. Beginning October 1, 2006, TOWN shall be responsible for all waste collection and recycling services in the annexed area including, without limitation, any such waste and/or recycling resulting from natural disaster, regardless of whether the waste or items to be recycled, or any portion of them, accrued or accumulated prior to such date. County shall pay TOWN \$37,600 from the County's unincorporated area garbage collection fund.

EXHIBIT B
LEGAL DESCRIPTION

The legal description of the Pine Island Ridge Area is as follows:

That portion of Section 17, Township 50 South, Range 41 East, Broward County, Florida, described as follows:

Beginning at a point on the municipal boundary of the Town of Davie, as established by Chapter 84-420, Laws of Florida, being the point of intersection of the West right-of-way line of Pine Island Road (Southwest 88 Avenue) and the South line of said Section 17;

Thence along said municipal boundary of the Town of Davie the following seven (7) courses;

Thence Northerly along said West right-of-way line to a point of intersection with the Southerly right-of-way line of Orange Grove Drive;

Thence Westerly and Southwesterly along said Southerly right-of-way line to a point of intersection with the Southeasterly projection of the Southerly line of Tract "C", PINE ISLAND PLAZA ASSOCIATES, according to the Plat thereof, as recorded in Plat Book 115, Page 35, of the Public Records of Broward County, Florida;

Thence Northwesterly along said Southeasterly projection and the Southerly line of said Tract "C" and the Northwesterly projection to a point of intersection with the Westerly right-of-way line of Pine Ridge Drive;

Thence Northeasterly along said westerly right-of-way line to the Southeast corner of Tract "Q", RIDGE PLAZA, according to the Plat thereof, as recorded in Plat Book 116, Page 27 of the Public Records of Broward County, Florida;

Thence Northwesterly along the Southerly line of said Tract "Q" to the Southwest corner of said Tract "Q" and a point on the boundary of Tract "A", PINE ISLAND RIDGE SECTION TWO, according to the Plat thereof, as recorded in Plat Book 83, Page 20, of the Public Records of Broward County, Florida;

Thence Southwesterly and Westerly along said boundary of Tract "A" to the Westerly line of Tract 1, Tier 81, NEWMAN'S SURVEY, according to the Plat thereof, as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida and the Southwesterly projection of the Westerly line of ROUTE 84 SQUARE, according to the Plat thereof, as recorded in Plat Book 117, Page 11 of the Public Records of Broward County, Florida;

Thence Northeasterly along said Westerly line to the Southerly line of the Northerly 330.00 feet of the land included within the existing 100 foot wide canal easement, per Official Records Book 5192, Page 899, of the Public Records of Broward County, Florida, in said Tract "A", PINE ISLAND RIDGE SECTION TWO and the municipal boundary of the Town of Davie, as established by Ordinance 85-60 of the Town of Davie;

Thence along said municipal boundary the following two (2) courses;

Thence Northwesterly along said Southerly line to the Westerly line of said existing 100 foot wide canal easement;

Thence Northeasterly along said Westerly line to the Southerly right-of-way line of State Road 84 and the municipal boundary of the Town of Davie, as established by aforesaid Chapter 84-420, Laws of Florida;

Thence continuing along said municipal boundary the following two (2) courses;

Thence Northwesterly along said Southerly right-of-way line to a point of intersection with the Easterly line of T. BRYAN'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 32, Page 16 of the Public Records of Broward County, Florida and the East line of Tracts "A" and "B", "CALUSA RIDGE", according to the Plat thereof, as recorded in Plat Book 147, Page 47, of the Public Records of Broward County, Florida;

Thence Southerly along said Easterly line to the Southerly line of said T. BRYAN'S SUBDIVISION;

Thence along the municipal boundary of the Town of Davie, as established by Ordinance 87-30 of the Town of Davie, the following three (3) courses and distances;

Thence Southerly along the Southerly extension of the East line of said T. BRYAN'S SUBDIVISION a distance of 1.24 feet to a point of intersection with a 655 foot radius non-tangent curve concave to the Southeast, a radial line through said point bears North $14^{\circ}31'36''$ West;

Thence Southwesterly along said curve through a central angle of $63^{\circ}20'39''$ an arc distance of 724.14 feet to an intersection with a line being parallel with and 500.00 feet Southerly of the South line of said T. BRYAN'S SUBDIVISION;

Thence North $89^{\circ}43'11''$ West along said parallel line to an intersection with the Easterly right-of-way line of Nob Hill Road (Southwest 100 Avenue) and a point on the municipal boundary of the Town of Davie, as established by aforesaid Chapter 84-420, Laws of Florida;

Thence along said municipal boundary the following two (2) courses;

Thence Southerly along said Easterly right-of-way line and the Southerly projection of said Easterly right-of-way line to a point of intersection with the South line of said Section 17;

Thence Easterly along said South line to the POINT OF BEGINNING.

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