



MULBERRY CITY COMMISSION MEETING

REGULAR MEETING

November 19, 2019 6:00 PM

Mulberry City Hall

AGENDA

- 1. CALL TO ORDER**
- 2. INVOCATION FOLLOWED BY PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF THE MINUTES FROM THE REGULAR COMMISSION MEETING ON NOVEMBER 5, 2019**
- 5. PLANNING & DEVELOPMENT REPORT**
- 6. UTILITIES REPORT**
- 7. NEW BUSINESS**
 - i. RESOLUTION NO. RES-2019-15- A RESOLUTION OF THE CITY OF MULBERRY OF POLK COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2018-2019; PROVIDING FOR AN EFFECTIVE DATE.**
 - ii. RESOLUTION NO. RES-2019-16- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MULBERRY, FLORIDA RELATING TO PUBLIC SAFETY; APPROVING THE INTERLOCAL AGREEMENT WITH LAKELAND, POLK CITY, FROSTPROOF, FORT MEADE, WINTER HAVEN, BARTOW, LAKE WALES, HAINES CITY, AUBURNDALE, DAVENPORT, LAKE ALFRED, LAKE HAMILTON, DUNDEE, EAGLE LAKE, HIGHLAND PARK, HILLCREST HEIGHTS, FLORIDA POLYTECHNIC UNIVERSITY, POLK COUNTY AND THE POLK COUNTY SHERIFF REGARDING 911 PUBLIC SAFETY ANSWERING POINTS AND PRIMARY RADIO DISPATCH NOTIFICATION TO FIRST RESPONDER AGENCIES; AUTHORIZING THE MAYOR, CITY CLERK AND CITY ATTORNEY TO EXECUTE THE SAME; PROVIDING FOR AN EFFECTIVE DATE**
- 8. UNFINISHED BUSINESS**
- 9. COMMUNICATIONS FROM CITIZENS:**



Public comments/communications from citizens are limited to 5 (five) minutes. Anyone wishing to address the Commission should sign in upon entering at the beginning of the meeting. When you are called to speak, please go to the podium and state your name and address for the record prior to addressing the Commission.

***CITY COMMISSION COMMENTS:**

***CITY MANAGER COMMENTS:**

***CITY ATTORNEY COMMENTS:**

***CITY CLERK COMMENTS:**

*** ADJOURNMENT:**

Each of the meetings/events scheduled may constitute a public meeting at which two or more City Commissioners may attend



MULBERRY CITY COMMISSION MEETING

REGULAR MEETING

November 5, 2019 6:00 PM

Mulberry City Hall

MINUTES

1. CALL TO ORDER

Mayor Hatch called the meeting to order at 6:00 p.m.

2. INVOCATION FOLLOWED BY PLEDGE OF ALLEGIANCE

Louis Holstein, City Programs Director, led the invocation followed by the Pledge of Allegiance.

3. ROLL CALL

Present: Commissioners McAteer, McClintock and Smith, Mayor Hatch, Attorney Crawford, City Manager Johnson and City Clerk Lauther

Department Head present: John Wright, Director of Utilities and Public Works, John Wasmund, Finance Director, Chelsea Young, Museum and Cultural Center Director, Louis Holstein, Programs Director, Ron Borchers, Planning Director, Cheri Schisler, Library Director.

4. APPROVAL OF THE MINUTES OF REGULAR MEETING ON OCTOBER 15, 2019

Commissioner Smith made the motion to accept the minutes as distributed, seconded by Commissioner McClintock. Mayor Hatch asked all in favor of the motion say aye. All voted yes. Motion carried unanimously.

5. AMERICAN LEGION CENTENNIAL PROCLAMATION

Mayor Hatch read the American Legion Centennial Proclamation into the record. Mayor Hatch presented the Proclamation to Faye Kirkland President of the American Legion Women's Auxiliary.



6. DEPARTMENT DIRECTORS REPORTS

Louis Holstein, Programs Director, gave an update on the current and upcoming events for the City. Louis Holstein stated the Harvest Festival had the largest attendance the City has ever had for this event.

Chelsea Young, Cultural Center/Museum Director, gave an update on the current and upcoming events for the Cultural Center and Museum.

Cheri Schisler, Library Director, gave an update on the current and upcoming events for the Library.

At this time Item iv. Under New Business was heard.

Janie Ayala, Executive Assistant to the City Manager, gave a brief overview of the CDBG Grant Conference that she attended in October.

John Wasmund, Finance Director, gave a brief update on the City's finances. Mr. Wasmund stated that he is working with the City Attorney on a Resolution to approve a budget amendment that will come before the Commission for approval at the next Commission meeting.

7. COMMUNITY REPORTS

Diana Simmons, Mulberry Chamber of Commerce, gave an update on new memberships and the upcoming Chamber events.

Julie Taylor, Concerned Citizens of Mulberry & Surrounding Areas, Inc., P.O. Box 134, welcomed Commissioner McClintock back from maternity leave. Ms. Taylor gave a review for the community activities in October. Ms. Taylor thanked all the departments in the City for all the hard work they do. Ms. Taylor thanked Land Star for donating gift certificates for 35 needy families. Ms. Taylor asked if the City could print out the flyers for the Evelyn Bryant Festival if she furnished the paper. City Manager Johnson checked with the City Attorney and it was decided that the City would be able to print the flyers. Ms. Taylor wished everyone a Happy Thanksgiving.



8. NEW BUSINESS

i. BID OPENING FOR ENGINEERING SERVICES

City Clerk Lauther opened the bids for the Engineering Services. DRMP from Bartow, and Pennoni from Winter Haven, submitted bids.

Commissioner McAteer was appointed to be on the Committee with the City Manager Johnson, John Wright, Public Works Director and City Clerk Lauther to review the proposals that were submitted for the Engineering and Grant Administration Services.

ii. BID OPENING FOR GRANT ADMINISTRATION SERVICES

City Clerk Lauther opened the bids for the Grant Administration Services. Fred Fox Enterprises was the only bid received.

iii. LAND DEVELOPMENT CODE- ARTICLE 2.05.00- GENERAL REGULATION FOR ACCESSORY STRUCTURE

City Manager Johnson gave a brief explanation of this code. Ron Borchers gave a more detailed explanation of the Accessory Structure code. City Attorney Crawford stated this will need to go to the Planning/Zoning Committee to review this code and it will be brought back to the Commission later.

iv. CDBG CONFERENCE UPDATE

Heard earlier on the Agenda

9. UNFINISHED BUSINESS

None

10. COMMUNICATIONS FROM CITIZENS:

Public comments/communications from citizens are limited to 5 (five) minutes. Anyone wishing to address the Commission should sign in upon entering at the beginning of the meeting. When you are called to speak, please go to the podium and state your name and address for the record prior to addressing the Commission.

Eula M. Scott, 5927 High Glen Dr, Lakeland, FL, stated she had purchased property on SW 3rd Avenue. Ms. Scott stated she had called Bonnie Titus several times about trash that the City had put on the property. John Wright, Public Works Director, stated that apparently



whoever cleaned up the adjoining property put the trash on her property. City Manager Johnson stated he would take a ride out there tomorrow to see the property.

***CITY COMMISSION COMMENTS:**

Commissioner McAteer commended Cheri and Louis and staff for the great programs.

Commissioner McClintock stated it was really a fun time at the Harvest Festival. Commissioner McClintock stated that the Heart of Florida Arbor had a shoe drive for the Migrant Community and delivered the shoes to the Migrant Community on Saturday. Commissioner McClintock stated she would like to have it set up that anybody that has questions about liens should automatically be instructed to go to the Special Magistrate meeting.

Commissioner Smith thanked Louis Holstein, Cheri Schisler and Chelsea Young on all the work/programs that they do. Commissioner Smith thanked John Wright for cooking for the Kiwanis upcoming event.

Mayor Hatch thanked the Cultural Center, Library and Louis for letting him participate in the various events for the City.

***CITY MANAGER COMMENTS:**

City Manager Johnson gave an update on Landstar, Gem Theater Renovation, NW 8th Street boat ramp, Library Expansion, Adams Homes and Hinterland. City Manager Johnson explained the City's responsibility vs Resident responsibility when cleaning out a sewer line.

***CITY ATTORNEY COMMENTS:**

City Attorney Crawford stated he will be bringing to the next meeting an Interlocal Agreement with the Sheriff's Department regarding the Sheriff's obligation to coordinate public safety access points with municipalities.

***CITY CLERK COMMENTS:**

City Clerk Lauther stated all Ordinances that were approved last year have been filed and recorded with MuniCode and that she has the current supplements for the Code of Ordinances books.

*** ADJOURNMENT:** Meeting adjourned at 7:49 pm.

MULBERRY CITY
COMMISSION MEETING

REGULAR MEETING
Tuesday, November 5, 2019 6:00 PM



Approved: _____
Honorable Mayor George H. Hatch

Attest: _____
Sharon Lauther, City Clerk CMC

Each of the meetings/events scheduled may constitute a public meeting at which two or more City Commissioners may attend

RESOLUTION NO. RES-2019-15

A RESOLUTION OF THE CITY OF MULBERRY OF POLK COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2018-2019; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mulberry of Polk County, Florida on September 20, 2018 adopted Resolution 2018.15 adopting the Fiscal Year 2018-2019 final budget following a public hearing as required by Florida Statute 200.065; and

WHEREAS, in Resolution 2018.15, the City of Mulberry of Polk County, Florida, set forth the appropriations and revenue estimate for the budget for Fiscal Year 2019-2020 in the amount of \$12,339,752; and

WHEREAS, Section 166.241(5) of the Florida Statutes permits the governing body of a municipality to amend its budget at any time within a fiscal year or within 60 days following the end of the fiscal year by adopting an amendment in the same manner as the original budget; and

WHEREAS, Fiscal Year 2018-2019 concluded on September 30, 2019; and

WHEREAS, the City of Mulberry, Florida desires to amend the Fiscal Year 2018-2019 final budget to reconcile expected revenues and appropriations to the general fund with actual revenues and expenditures made; and to make additional appropriations to the general fund for Fiscal Year 2018-2019 in the amount of \$497,400.00;

NOW, THEREFORE, BE IT RESOLVED by the City of Mulberry of Polk County, Florida, that:

1. The Fiscal Year 2018-2019 Final Budget is amended as reflected in Exhibit 'A' attached hereto and incorporated herein, such exhibit named "City of Mulberry: General Fund Year End: September 30, 2019."
2. This resolution shall take effect immediately upon its adoption.

EXHIBIT "A"
RESOLUTION NO RES-2019-15

BUDGET AMENDMENT

CITY OF MULBERRY: GENERAL FUND
YEAR END: SEPTEMBER 30, 2019

RESOLUTION NO. RES-2019-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MULBERRY, FLORIDA RELATING TO PUBLIC SAFETY; APPROVING THE INTERLOCAL AGREEMENT WITH LAKELAND, POLK CITY, FROSTPROOF, FORT MEADE, WINTER HAVEN, BARTOW, LAKE WALES, HAINES CITY, AUBURNDALE, DAVENPORT, LAKE ALFRED, LAKE HAMILTON, DUNDEE, EAGLE LAKE, HIGHLAND PARK, HILLCREST HEIGHTS, FLORIDA POLYTECHNIC UNIVERSITY, POLK COUNTY AND THE POLK COUNTY SHERIFF REGARDING 911 PUBLIC SAFETY ANSWERING POINTS AND PRIMARY RADIO DISPATCH NOTIFICATION TO FIRST RESPONDER AGENCIES; AUTHORIZING THE MAYOR, CITY CLERK AND CITY ATTORNEY TO EXECUTE THE SAME; PROVIDING FOR AN EFFECTIVE DATE

Be it resolved by the city commission of the City of Mulberry, Florida:

Section 1. The City Commission formally ratifies and approves the *Interlocal Agreement* between Lakeland, Mulberry, Polk City, Frostproof, Fort Meade, Winter Haven, Bartow, Lake Wales, Haines City, Auburndale, Davenport, Lake Alfred, Lake Hamilton, Dundee, Eagle Lake, Highland Park, Hillcrest Heights, Florida Polytechnic University, Polk County and the Polk County Sheriff relating to 911 public safety answering points and primary radio dispatch notification to first responder agencies, a copy of which is attached hereto and incorporated herein as Exhibit 'A'. The Mayor, City Clerk, and City Attorney are authorized to execute the same on behalf of the City of Mulberry, Florida.

Section 2. This Resolution shall take effect immediately upon adoption.

PASSED and **DULY ADOPTED** with a quorum present in voting by the City Commission of the City of Mulberry, Florida, this 19th day of November, 2019.

CITY OF MULBERRY, FLORIDA

Mayor George H. Hatch

Attest:

Approved as to form:

Sharon Lauther, City Clerk

Frederick J. Murphy, Jr., City Attorney

EXHIBIT "A"
RESOLUTION NO RES-2019-16

INTERLOCAL AGREEMENT BETWEEN LAKELAND, MULBERRY, POLK CITY,
FROSTPROOF, FORT MEADE, WINTER HAVEN, BARTOW, LAKE WALES, HAINES
CITY, AUBURNDALE, DAVENPORT, LAKE ALFRED, LAKE HAMILTON, DUNDEE,
EAGLE LAKE, HIGHLAND PARK, HILLCREST HEIGHTS, FLORIDA POLYTECHNIC
UNIVERSITY, POLK COUNTY AND THE POLK COUNTY SHERIFF REGARDING 911
PUBLIC SAFETY ANSWERING POINTS AND PRIMARY RADIO DISPATCH
NOTIFICATION TO FIRST RESPONDER AGENCIES

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GCS	<i>[Signature]</i>

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into by and between the municipalities and/or entities of Lakeland, Mulberry, Polk City, Frostproof, Ft. Meade, Winter Haven, Bartow, Lake Wales, Haines City, Auburndale, Davenport, Lake Alfred, Lake Hamilton, Dundee, Eagle Lake, Highland Park, Hillcrest Heights, and Florida Polytechnic University (hereinafter individually referred to as "PRIMARY FIRST RESPONDER AGENCY" and collectively referred to as "PRIMARY FIRST RESPONDER AGENCIES") and Polk County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY") and the Sheriff of Polk County, Florida (hereinafter "SHERIFF" or "SHERIFF'S OFFICE")(all collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, F.S. § 163.01 provides for the execution of interlocal agreements between units of local government to provide services and facilities in a manner that will accord best with the needs of local communities; and

WHEREAS, the SHERIFF is authorized by the Florida Constitution and F.S. § 30.15 to provide law enforcement services within and throughout the geographic limits of Polk County, Florida, including within each municipality in the county; and

WHEREAS, the SHERIFF operates a 911 Public Safety Answering Point (hereinafter "Primary PSAP"); and

WHEREAS, the SHERIFF provides primary police service and/or dispatch service for a majority of the municipalities and/or entities, with the exception of Lakeland, Bartow and Lake

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Alfred who maintain their own police departments and Secondary 911 Public Safety Answering Points (hereinafter "Secondary PSAPs"); and

WHEREAS, the SHERIFF dispatches for all Polk County fire department/EMS first responders throughout the county from the Primary PSAP with the exception of Lakeland, Lake Alfred and Bartow; and

WHEREAS, the Parties agree that immediate and undelayed law enforcement response is an essential component of effective public safety and that seconds matter in the response to a call for help involving an active and imminent threat to life or great bodily harm; and

WHEREAS, F.S. § 365.179 provides for the development and implementation of communications systems to effect direct radio communication between each 911 Primary PSAP and first responders; and

WHEREAS, F.S. § 365.179 requires each Florida Sheriff, in collaboration with all applicable first responder agency heads in his or her county, to facilitate the development and execution of a written interlocal agreement among all Primary First Responder Agencies within the county concerning dispatch and communications protocols; and

WHEREAS, in accord with F.S. § 365.179, the Parties desire to establish such written protocols that outline circumstances and public safety emergencies under which the Primary PSAP will directly provide notice via law enforcement radio of an emergency to the on-duty personnel of a PRIMARY FIRST RESPONDER AGENCY for which the Primary PSAP does not provide dispatch functions; and

WHEREAS, in accord with F.S. § 365.179, the Parties desire to require the Primary PSAP to have direct radio contact with the PRIMARY FIRST RESPONDER AGENCIES' on duty law

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enforcement personnel, and the dispatchers in their Secondary PSAPs, for whom the Primary PSAP can reasonably receive 911 communications, without having to first transfer a 911 call via telephone or other police non-radio communication device to Secondary PSAPs for dispatch; and

WHEREAS, the Primary PSAP, unless incapacitated due to emergency or unforeseen technological reasons, is the recipient of all 911 calls originating in Polk County and therefore reasonably receives all 911 calls within the county's boundaries; and

WHEREAS, the Parties are entering into this interlocal agreement among the public agencies named herein to establish the method of complying with Florida Statute § 365.179.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and given by each party to the other, the Parties hereto do covenant and agree as follows.

SECTION I. DEFINITIONS

A. "Public agency" - As defined in F.S. § 365.172(3)(w), means the state and any municipality, county, municipal corporation, or other governmental entity, public district, or public authority located in whole or in part within this state which provides, or has authority to provide, firefighting, law enforcement, ambulance, medical, or other emergency services.

B. "Public safety agency" - As defined in F.S. § 365.172(3)(x), means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

C. "911 public safety answering point" ("PSAP")- As defined in F.S. § 365.179 (1)(b), means a municipal or county emergency communications or 911 call center in this

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state that receives cellular, landline, or text-to-911 communications.

D. "First responder agency" - As defined in F.S. § 365.179(l)(a), includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider, that is designated as a primary first responder for the service area in which a 911 public safety answering point receives 911 calls.

E. "Active assailant hostile event" - means an ongoing event, involving one or more subjects, who participate in a random or systematic assault, demonstrating their intent to continuously kill or wound others.

SECTION II. JOINT OBLIGATIONS OF THE PARTIES

1. The SHERIFF and the PRIMARY FIRST RESPONDER AGENCIES hereby agree to and shall, immediately upon execution of this Agreement, pursuant to F.S. § 365.179(4), unless technologically precluded due to radio incompatibility, authorize any and all requesting Polk County agencies to install any and all other agencies' primary dispatch channel or channels in the requesting agency's Primary PSAP, Secondary PSAPs, and/or mobile or portable radios.

2. In the event any Party to this Agreement receives information regarding any active assailant hostile event involving an imminent threat to life or great bodily harm to any person, or any other emergent situation where a delayed response is detrimental to public and/or officer safety, and is unsure of the city or department to which such incident should be directed, such Party shall broadcast the incident location, nature and any other relevant information to SHERIFF's primary radio dispatch channel designated pursuant to the terms of this agreement.

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GCS	<i>[Signature]</i>

SECTION III. OBLIGATIONS OF THE SHERIFF AND THE COUNTY

1. The SHERIFF, as the sole provider of law enforcement dispatch within the Primary PSAP, shall at all times have installed in the SHERIFF's dispatch consoles the patrol dispatch channels of all Polk County PRIMARY FIRST RESPONDER AGENCIES.

2. The SHERIFF hereby agrees to and shall be capable of immediately broadcasting 911 communications or any other public safety information over the primary radio dispatch channels of each PRIMARY FIRST RESPONDER AGENCY under the conditions agreed to by the parties as set forth herein.

3. The SHERIFF shall, on the patrol dispatch channel designated by each PRIMARY FIRST RESPONDER AGENCY, broadcast information received via 911 or ten digit line to the dispatcher of the PRIMARY FIRST RESPONDER AGENCY, the location, nature and any other relevant information, regarding any active assailant hostile event involving an imminent threat to life or great bodily harm to any person, or any other emergent situation where a delayed response is detrimental to public and/or officer safety.

4. The notification by the SHERIFF on the PRIMARY FIRST RESPONDER AGENCY's designated patrol dispatch channel should be concise and directed to the dispatcher. The SHERIFF shall not dispatch or direct any units of the PRIMARY FIRST RESPONDER AGENCY. The SHERIFF may supplement the original information as necessary so that responding units have the most current and accurate information to ensure officer

and public safety.

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SECTION IV. OBLIGATIONS OF THE PRIMARY FIRST RESPONDER AGENCIES

1. Each of the PRIMARY FIRST RESPONDER AGENCIES with more than one patrol dispatch channel shall designate, identify and notify the SHERIFF of the channel on which the SHERIFF is to broadcast notification of any and all emergencies within the PRIMARY FIRST RESPONDER AGENCY's jurisdiction, regardless of the location of the emergency in the PRIMARY FIRST RESPONDER's jurisdiction.

2. Each PRIMARY FIRST RESPONDER AGENCY will receive the notification from the Primary PSAP of an active assailant hostile event involving an imminent threat to life or great bodily harm to any person, or any other emergent situation where a delayed response is detrimental to public and/or officer safety, and as quickly as possible, dispatch on-duty personnel to the incident based on the initial notification.

SECTION V. OBLIGATIONS OF THE LAKELAND POLICE DEPARTMENT AND ANY OTHER PRIMARY FIRST RESPONDER AGENCY THAT FUNCTIONS AS A PRIMARY PSAP OR RECEIVES INFORMATION MEETING THE BROADCAST CRITERIA OF THIS AGREEMENT

1. The Lakeland Police Department functions as the back-up Primary PSAP in Polk County. If it is necessary for the Lakeland Police Department to assume primary PSAP responsibilities due to the Primary PSAP being disabled, the Lakeland Police Department agrees to assume the SHERIFF'S responsibilities as set forth in this agreement.

2. If any PRIMARY FIRST RESPONDER AGENCY receives information in its dispatch center meeting the criteria in Section III(3) of this Agreement through a ten digit line or other non-911 source, and the occurrence of the event is outside the PRIMARY

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GCS	<i>[Signature]</i>

FIRST RESPONDER's jurisdiction, the PRIMARY FIRST RESPONDER AGENCY agrees to provide the information via radio to the SHERIFF and/or PRIMARY FIRST RESPONDER AGENCY with jurisdiction under the criteria set forth in Section III of this agreement.

SECTION VI. MUTUAL COOPERATION

The Parties shall mutually cooperate in good faith to carry out the terms and conditions of this Agreement. Nothing shall be construed to limit the authority of the SHERIFF or any PRIMARY FIRST RESPONDER AGENCY.

SECTION VII. TRAINING

Each Party is required to train all applicable personnel regarding the procedures and protocols specified in this Agreement. The training must also include radio functionality and how to readily access the necessary dispatch channels in accordance with the Agreement. Training and implementation for existing parties should be an on-going process and any new officers, deputies, employees, agents, representatives, contractors or subcontractors whose work relates to this Agreement should be trained as they are hired.

SECTION VIII. INDEMNIFICATION

The SHERIFF and all PRIMARY FIRST RESPONDER AGENCIES shall each be responsible for the actions of their deputies, officers and employees as may serve in fulfilling the terms and conditions of this Agreement in accordance with law. Suits and/or claims that may be filed from time to time hereunder shall be handled by the respectively named Parties.

SECTION IX. SOVERIGN IMMUNITY

The Parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and Statutes of the State

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GCS	_____ <i>[Signature]</i>

of Florida, including but not limited to the limitations of liability provided in F.S. § 768.28, and nothing contained herein should be construed to waive or modify the provisions of the aforementioned statute.

SECTION X. LIABILITY

Each party to this Agreement agrees to bear the costs and liabilities for its own deputies, officers, employees, members or agents' actions arising out of this Agreement.

SECTION XI. TERM OF THIS AGREEMENT AND MODIFICATION

This Agreement shall remain in full force and effect unless terminated in writing with written notice to all Parties. This Agreement may only be modified in writing and upon signature of all Parties. This Agreement shall be effective when signed by all parties.

SECTION XII. THIRD PARTIES

In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the Parties any right or cause of action or damages claimed against any of the Parties arising from the performance of the obligation and responsibilities of the Parties.

SECTION XIII. FILING

This Agreement shall be filed by the SHERIFF with the Clerk of the Circuit Court for Polk County, Florida, as required by F.S. § 163.01(11) and with the Florida Department of Law Enforcement as required by F.S. § 365.179.

SECTION XIV. LIASON/CONTACT PERSON/NOTICE

The Parties have designated the Sheriff of Polk County, Florida, and the head of each PRIMARY FIRST RESPONDER AGENCY as their liaison contact person for purpose of this

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Agreement, including any notice provided or required to be provided pursuant to this Agreement.

SECTION XV. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the Parties.

SECTION XVI. NON-ASSIGNABILITY

No Parties shall assign the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the Parties, which consent may be withheld within the sole discretion of any Party.

SECTION XVII. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law and held invalid, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement which shall remain fully enforceable.

SECTION XVIII. GOVERNING LAW

1. The laws of the State of Florida shall govern this Agreement.
2. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations.
3. The duties and responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally permissible, and all portions

CITY OF EAGLE LAKE
BY TOM ERNHARTH, CITY MANAGER

ATTEST
BY DAWN WRIGHT, CLERK

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CSB	_____	10w
GCS	_____	_____

DATE: _____

APPROVED AS TO FORM AND CONTENT:

BY _____
CITY OF EAGLE LAKE ATTORNEY

CITY OF POLK CITY
BY JOE LACASCIA, MAYOR

ATTEST
BY CITY CLERK

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DATE: _____

APPROVED AS TO FORM AND CONTENT:

BY _____
CITY ATTORNEY

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CITY OF FROSTPROOF
BY MARTIN SULLIVAN, MAYOR

ATTEST
BY CITY CLERK

DATE: _____

APPROVED AS TO FORM AND CONTENT:

BY _____
CITY ATTORNEY

CITY OF WINTER HAVEN
BY MIKE HERR, CITY MANAGER

ATTEST
BY CITY CLERK

FSD	
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DATE: _____

APPROVED AS TO FORM AND CONTENT:

BY _____
CITY ATTORNEY

CITY OF LAKE WALES
BY KENNETH E. FIELDS, CITY MANAGER

DATE: _____

APPROVED AS TO FORM AND CONTENT:

BY _____
CITY ATTORNEY

ATTEST
BY CITY CLERK

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GCS	<u>✓</u>

CITY OF HAINES CITY
BY MORRIS L. WEST, MAYOR

ATTEST
BY CITY CLERK

DATE: _____

APPROVED AS TO FORM AND CONTENT:

BY _____
CITY ATTORNEY

CITY OF AUBURNDALE
BY BOBBY GREEN, CITY MANAGER

DATE: _____

APPROVED AS TO FORM AND CONTENT:

BY _____
CITY ATTORNEY

ATTEST
BY CITY CLERK

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GCS	_____

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GCS	<i>[Signature]</i>

CITY OF DAVENPORT
BY H.B. "ROB" ROBINSON, MAYOR

ATTEST
BY CITY CLERK

DATE: _____

APPROVED AS TO FORM AND CONTENT:

BY _____
CITY ATTORNEY

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CITY OF LAKE ALFRED
BY RYAN LEAVENGOOD, CITY MANAGER

ATTEST
BY CITY CLERK

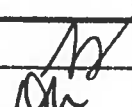

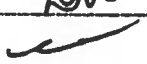
DATE: _____

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

TOWN OF LAKE HAMILTON
BY MIKE KEHOE, MAYOR

ATTEST
BY CITY CLERK

FSD	
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GCS	

DATE: _____

APPROVED AS TO FORM

BY _____
TOWN ATTORNEY

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CSB	<i>[Signature]</i>
GCS	<i>[Signature]</i>

TOWN OF DUNDEE
BY SAM PENNANT, MAYOR

ATTEST
BY TOWN CLERK

DATE: _____

APPROVED AS TO FORM

BY _____
TOWN ATTORNEY

FSD	<i>[Signature]</i>
CSB	<i>[Signature]</i>
GCS	<i>[Signature]</i>

VILLAGE OF HIGHLAND PARK, FLORIDA,
BY AND THROUGH ITS VILLAGE COMMISSION

BY MAYOR

DATE: _____

APPROVED AS TO FORM AND CONTENT:

VILLAGE ATTORNEY

ATTEST
BY CLERK

FSD	<i>[Signature]</i>
CSB	<i>[Signature]</i>
GCS	<i>[Signature]</i>

TOWN OF HILLCREST HEIGHTS
BY MIKE BISHOP, MAYOR

ATTEST
BY TOWN CLERK

DATE: _____

APPROVED AS TO FORM

BY _____
TOWN ATTORNEY

FLORIDA POLYTECHNIC UNIVERSITY

BY _____

TITLE _____

DATE: _____

APPROVED AS TO FORM AND CONTENT:

BY _____
UNIVERSITY COUNSEL

ATTEST

FSD	_____
CSB	_____
GCS	_____