

RESOLUTION NO. 2001-29

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH CRAVEN THOMPSON AND ASSOCIATES, INC. FOR THE PREPARATION OF THE TOWN'S COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Act, imposes upon every municipality the obligation of preparing a local comprehensive plan, containing among other desired elements provision for capital improvements, future land use, traffic circulation, sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge conservation, recreation and open spaces, housing of coastal management and intergovernmental coordination; and

WHEREAS, on December 4th and December 11th, 2000, the Town Council advertised for proposals to be submitted by individuals and/or firms which might be interested in developing a Comprehensive Land Use Plan for the Town; and

WHEREAS, the Town received responses to its proposal from four firms, Cordova, Mendez and Calvin/Giordano, Craven Thompson & Associates, Inc., Keith and Schnars, P.A., and Michelle Mellgren & Associates; and

WHEREAS, the Town Administrator has analyzed the proposals, met with each applicant and recommended that one, Craven Thompson and Associates, Inc., be engaged by the Town to prepare its Comprehensive Land Use Plan.

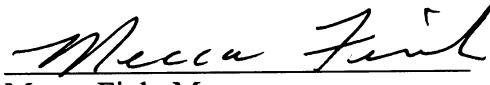
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.


Section 2: The Town Council hereby authorizes the staff to prepare an Agreement between the Town and Craven Thompson and Associates, Inc., incorporating the terms and conditions agreed to by the Town Council for preparation of a Comprehensive Land Use Plan for the Town, plus such other terms and conditions deemed necessary and appropriate by staff.

Section 3: That this Resolution shall become effective immediately upon its adoption.

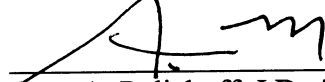
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of February, 2001.


Mecca Fink, Mayor

Attest:


Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney

624804_1.DOC

AGREEMENT



BETWEEN

TOWN OF SOUTHWEST RANCHES

AND

CRAVEN THOMPSON & ASSOCIATES INC

PROVIDING FOR

COMPREHENSIVE PLAN

FOUNDED JUNE 2000

Preserving Our Rural Lifestyle

This Agreement between: TOWN OF SOUTHWEST RANCHES, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "TOWN",

AND

CRAVEN THOMPSON & ASSOCIATES INC., consultant firm doing business or authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and frame of the reference for this Agreement and to express the objectives and intentions of the respective parties hereto, the following statements representations and explanations shall be accepted as predicates for the undertaking and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 TOWN has budgeted funding to provide for this Agreement.
- 1.2 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and TOWN based upon a competitive Request For Proposal (RFP) process. Sealed proposals were received on December 19,2000.
- 1.3 CONSULTANT is to prepare a "Comprehensive Plan" for the TOWN in accordance with the requirements of Florida Statutes, Chapter 163 and Department of Community Affairs, Administrative Rule 9J-5, Part II, and other applicable laws and regulations.
- 1.4 TOWN Council per Resolution 2001-29, authorized the development of an Agreement based upon proposal received and commitments made by the Town Administrator and CONSULTANT to include the execution of said Agreement.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CONSULTANT services will consist of preparation of a Comprehensive Plan, as outlined in Exhibit "A", for adoption by the Town Council and submission to and approval by the Department of Community Affairs and certified by the Broward County Planning Council (BCPC), all in accordance with Florida Statutes, Chapter 163, Part II, Florida Administrative Code, Chapter 9J-5, and other applicable laws and regulations. Time frame for task may be adjusted based upon approval by the Town Administrator. The CONSULTANT's services will not be deemed complete until such time as the Comprehensive Plan has been finally approved by the Department of Community Affairs and certified by the BCPC. CONSULTANT shall perform all services necessary to present, revise and finalize the Comprehensive Plan with all applicable governmental agencies.
- 2.2 The Comprehensive Plan is expected to exceed minimal compliance standards, and to include extensive and detailed graphic materials, and supporting text .
- 2.3 CONSULTANT shall perform research, compile and analyze data, coordinate public participation, participate in public hearings, prepare mandatory adjustments, if applicable, any accompanying or supporting maps, graphics, reports, data and exhibits and shall perform all related services as may be necessary to develop a Comprehensive Plan in accordance with applicable statutory and regulatory requirements. Any optional plan elements shall be prepared under a separate, written agreement with the Town.
- 2.4 CONSULTANT shall be responsible for ensuring that all data, exhibits or reports accompanying or supporting the Comprehensive Plan is current, reliable, valid and reflective of the local conditions of or affecting the Town.
- 2.5 CONSULTANT shall be responsible for public participation opportunities, emphasizing extensive community contact, in accordance with public participation procedures as required by the Town Administrator. CONSULTANT shall closely coordinate all steps in the development of the Comprehensive Plan with the Town Administrator.

- 2.6 The Comprehensive Plan is to be based on and tailored specifically to the Town's particular present and projected conditions, needs and future growth and development.
- 2.7 The Comprehensive Plan will be developed within a reasonable time period which, shall enable the Town to comply with the time period imposed by Florida Law. The Comprehensive Plan must be provided in a time frame which allows for adoption on or before November 30, 2002.
- 2.8 CONSULTANT shall participate in at least two "visioning" sessions with the Town Council, Advisory Board, staff and community. The purpose of the sessions are to determine and establish expectations and preliminary priorities. The input received shall be used by the CONSULTANT to formulate the goals, objectives and policies of the Comprehensive Plan. The "visioning" sessions shall be facilitated by an independent outside party.
- 2.9 CONSULTANT shall provide the TOWN with three (3) copies of the Final Comprehensive Plan.

ARTICLE 3

TERM

- 3.1 The term of this Agreement shall commence on the date this Agreement is executed by TOWN and shall continue until the Comprehensive Plan is approved in compliance with Florida Statutes, Chapter 163, Part II, Florida Administrative Code, Chapter 9J-5, BCPC and other applicable laws and regulations, however in no case shall completion of all approvals be later than November 30, 2002.
- 3.2 This Agreement shall serve as CONSULTANT's written Notice to Proceed from the Town Administrator.
- 3.3 CONSULTANT shall work to the best of its ability to complete the Comprehensive Plan on or before November 30, 2002. However, it is recognized by the TOWN that the schedule for obtaining governmental approvals is beyond the control of CONSULTANT and that CONSULTANT can only respond in a timely manner to agency requests for information.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 AMOUNT AND METHOD OF COMPENSATION

4.1.1 LUMP SUM COMPENSATION

It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth in Exhibit "A" .

TOWN agrees to pay CONSULTANT a compensation for performance of all services described in Exhibit "A", required under the terms of this Agreement a Lump Sum of One Hundred Seventeen Thousand Dollars (\$117,000). The Lump Sum amount included any and all reimbursable expenses provided by CONSULTANT.

4.1.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 5.1.1 is a limitation upon , and describes the maximum extent of, TOWN's obligation to reimburse CONSULTANT for direct costs, non salary costs, but does not constitute a limitation, of any sort, upon CONSULTANT obligation to incur such expenses in the performance of services hereunder. If TOWN or Town Administrator requests CONSULTANT to incur expenses not contemplated in the amount agreed upon, CONSULTANT shall notify the Town Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

4.2 METHOD OF BILLING

4.2.1 LUMP SUM COMPENSATION BILLING

TOWN and CONSULTANT agree to the payment schedule set forth in Exhibit "B".

4.2.2 METHOD OF PAYMENT

TOWN shall pay CONSULTANT within fifteen (15) calendar days from receipt of CONSULTANT's proper statement, Ninety Percent

(90%) of the total shown to be due on such statement. When the services to be performed on each Task are completed through Task IV and with approval by the Town Administrator that the Tasks are progressing in a satisfactory manner, the Town Administrator, in his or her sole discretion, authorize that the payments for each Task be increased to One Hundred Percent (100%) of the total shown to be due on subsequent statements.

4.2.3 Payment will be made to CONSULTANT at:

Craven Thompson & Associates Inc.
3563 N. W. 53 Street
Fort Lauderdale, Fl. 33309

ARTICLE 5

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 5.1 TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the intent of the RFP for the services to be performed. The changes must be contained in a written amendment that is executed by the parties, with the same formality and of equal dignity of this Agreement, prior to any deviation from this Agreement.
- 5.2 In the event a dispute between the Town Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Town Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Mayor for resolution. The decision of the Town Mayor shall be final and binding on both parties. During the pendency of any dispute, CONSULTANT shall promptly continue to perform the disputed services.

ARTICLE 6

TOWN'S RESPONSIBILITIES

- 6.1 TOWN shall assist CONSULTANT by placing at CONSULTANTS disposal all information TOWN has available pertinent to this Agreement, including previous reports and any other data relative to the Agreement.
- 6.2 TOWN will provide basic staff to the Comprehensive Plan Advisory Board.
- 6.3 TOWN shall execute all reviews and analysis in a timely manner to support the completion of this Agreement within the timeframes defined herein.

ARTICLE 7

MISCELLANEOUS

7.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer files reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of TOWN, whether the they are completed or not, and shall be delivered by CONSULTANT to TOWN within seven (7) days of the receipt of the written notice of termination. If applicable, TOWN may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article 7.

7.2 TERMINATION

7.2.1 This Agreement may be terminated for cause by action of TOWN or by CONSULTANT upon three (3) day's written notice by the party that elected to terminate, or for convenience by action of TOWN upon not less than fourteen (14) day's written notice by the Town Administrator. This Agreement may also be terminated by the Town Administrator upon such notice as the Town Administrator deems appropriate under the circumstances in the event the Town Administrator determines that termination is necessary to protect the public health, safety, or welfare of the TOWN.

7.2.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of TOWN as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

7.2.3 Notice of termination shall be provided in accordance with the "NOTICES" article of this Agreement except that notice of termination by the Town Administrator which the Town Administrator deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing.

7.2.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date this Agreement is terminated. Compensation shall be withheld until all documents listed under Article 8.1 of this Agreement, are provided to TOWN. Upon being notified of TOWN'S election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under this Agreement. Under no circumstances shall TOWN may payment of profit for services which have not been performed. CONSULTANT acknowledges and agrees the One Dollar (\$1.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for TOWN'S right to terminate this Agreement for convenience.

7.3 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Agreement. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, 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, of 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 of three

(3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT'S RECORDS, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

7.4 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement.

CONSULTANT shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final products provided to or on behalf of TOWN shall be comparable to the best local and national standards.

7.5 INDEMNIFICATION OF TOWN

CONSULTANT shall at all times hereafter indemnify, hold harmless and defend TOWN, its officers and agents against any and all claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs and expenses, caused by negligent act or omission of CONSULTANT, its employees, agents or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Administrator and the Town Attorney, any sums due CONSULTANT under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN.

7.6 INSURANCE

7.6.1 Workers' Compensation Insurance to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida and all applicable federal laws.

7.6.2 Comprehensive General and Commercial Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Service Office, and must include:

Premises and/or Operations
Independent Contractors

7.6.3 CONSULTANT shall provide to TOWN a Certificate of Insurance or a copy of all insurance policies required by Article 7.6. TOWN reserves the right to require a certified copy of such policies upon request. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

7.7 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, return receipt requested, addressed to the party to 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:

FOR TOWN:

John Canada, Town Administrator
3111 Stirling Road
Fort Lauderdale, Fl. 33312

FOR CONSULTANT:

Robert D. Cole, III, P.E., Executive Vice President
3563 N. W. 53 Street
Fort Lauderdale, Fl. 33309

7.8 CONSULTANT'S STAFF

CONSULTANT will obtain written approval of the Town Administrator to change key staff. CONSULTANT shall provide the Town Administrator

with such information as necessary or requested to determine the suitability of proposed new key staff. The Town Administrator will be reasonable in evaluating new key staff qualifications.

If the Town Administrator desires to request removal of any of CONSULTANT's staff, the Town Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS agreement on the respective dates under each signature: TOWN OF SOUTHWEST RANCHES through its TOWN COUNCIL, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Council action on the 8th day of February 2001 and CRAVEN THOMPSON & ASSOCIATES INC. signing by and through its Executive Vice President, Robert D. Cole, III, P.E., duly authorized to execute same

TOWN

TOWN OF SOUTHWEST RANCHES

ATTEST:



Arielle Haze Tyner, Town Clerk

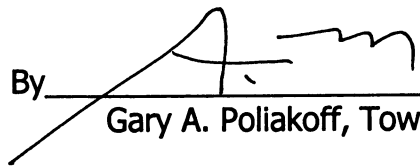
By 
Mecca Fink, Mayor

26 day of April 2001

By 
John Canada, Town Administrator

26 day of April 2001

APPROVED AS TO FORM AND CORRECTNESS:

By 
Gary A. Poliakoff, Town Attorney

AGREEMENT BETWEEN TOWN OF SOUTHWEST RANCHES AND CRAVEN THOMPSON & ASSOCIATES INC. FOR SERVICES PROVIDED BY CRAVEN THOMPSON & ASSOCIATES INC.

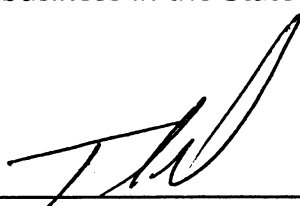
CONSULTANT

ATTEST:

CRAVEN THOMPSON & ASSOCIATES INC.,
a consultant firm doing business or authorized
to do business in the State of Florida.



Martha DiGirolamo

By: 

Thomas M. McDonald

Title: President

28 day of March 2001

Scope of Work
Comprehensive Plan
By Task

- Task I: Phase I: Consultant shall prepare "Mini" Evaluation and Appraisal Report –March, 2001
- task shall focus on existing comprehensive plan developed by Broward County for the area, which is now the Town of Southwest Ranches
 - evaluation and analysis of exiting conditions – all comprehensive plan elements
 - identify Town Council as Local Planning Agency (LPA)
 - initiate multi-jurisdictional coordination group including but not limited to: Florida Dept. of Transportation, So. Florida Water Management District, appropriate County agencies and So. Florida Regional Planning Council
 - consult with Town Administrator on the results of the evaluation and coordination
 - prepare draft report for Town Administrator of preliminary results
- Task II: Visioning Session #1- April, 2001
- formulate visioning/ public participation plans
 - review visioning plans with Town Administrator
 - identify issues and opportunities
 - develop preliminary goals, objectives and policies (GOP's)
 - consult with Town Administrator on the results of the visioning session
- Task III: Mini Evaluation and Assessment Report – May, 2001
- prepare draft report for the Town Administrator
 - consultant to present and review Mini Evaluation and Assessment Report with Town Council to include recommended future actions
- Task IV: Phase II: Focused Comprehensive Plan Development – June 2001
- analyze focused elements
 - refine preliminary goals, objectives and policies (GOP's)
 - consult with Town Administrator on results of analysis and refinement

- Task V: Visioning Session #2 – July, 2001
- formulate visioning/ public participation plans
 - review visioning plans with Town Administrator
 - refine issues and opportunities
 - refine preliminary goals, objectives and policies (GOP's)
 - prepare monitoring and evaluation program
 - consult with Town Administrator on the results of the visioning session
- Task VI: Finalize Comprehensive Plan – August, 2001
- prepare draft Comprehensive Plan and maps
 - review drafts with Town Administrator
- Task VII: Local Planning Agency –LPA (Town Council) first review –
September, 2001
- prepare draft comprehensive for presentation to LPA
 - provide presentation to LPA
- Task VIII: Public Hearing LPA - October, 2001
- prepare necessary reports and presentation material for public hearing
 - review material with Town Administrator prior to public hearing
 - present Comprehensive Plan at public hearing
- Task IX: Broward County Planning Council – November, 2001
- prepare necessary reports and presentation material for presentation to Broward County Planning Council
 - review material with Town Administrator prior to presentation
 - present Comprehensive Plan at public hearing
- Task X: Comprehensive Plan approval and review process –
November, 2001 through February 2002
- approval and review process with:
 - Broward County Planning Council
 - Broward County
 - Florida Department of Community affairs (DCA)

Note: Time frame for tasks may be adjusted upon approval of Town Administrator.