

**RESOLUTION NO. 2001-78**

**A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH HUGHES HALL, INC. FOR CONSULTANT SERVICES FOR TRAFFICWAYS PLAN AMENDMENTS AND TRAFFIC CALMING STUDIES; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, at the Town Council meeting of April 12, 2001, the Town Council approved Agenda Item #5, Resolution 2001-45, authorizing Hughes Hall, Inc. as the Town traffic engineer, as an associate under the Michele Mellgren Town Planner Agreement; and

**WHEREAS**, at the June 14, Town Council meeting, the Town Council approved Agenda Item #11, Resolution 2001-68, authorizing the Town Administrator to prepare appropriate applications to provide for and request amendments to the traffic-ways plan; and

**WHEREAS**, the consultant, Hughes Hall, Inc., has considerable experience in preparing amendments to the traffic-ways plan, and the consultant's expertise will be essential in the preparation of the application and the strategy to support the actions of the Town Council; and

**WHEREAS**, it is deemed in the best interest for the welfare and safety of the residents of the Town that this agreement be entered into by the Town, and the timeframe to complete the amendments for approval is approximately four (4) months; and

**WHEREAS**, at the Town Council April Workshop, the County Traffic Engineering Division provided a presentation, in which Town Council, Staff and the residents provided comments and questions; and

**WHEREAS**, up to this time, the issues and comments received from the residents have been focused on speeding and management of traffic on 178 Avenue and 186 Avenue/185 Way; and

**WHEREAS**, the studies include drawing of roadway sketch, creating workable traffic calming solutions, specific location of traffic calming devices, meetings with residents and appropriate agencies and estimated cost to implement; and

**WHEREAS**, this Agreement will put the Town in a position to implement much needed traffic calming solutions in the shortest timeframe possible.

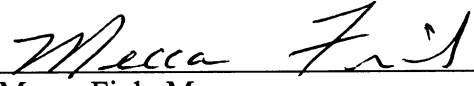
**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Southwest Ranches, Florida:

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

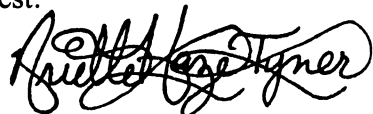
**Section 2.** The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into agreements with Hughes Hall, Inc., substantially in the form of the Agreement attached as Exhibit "A" for traffic-ways plan amendment for \$11,000, and Exhibit "B" for traffic calming studies for \$12,500.

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

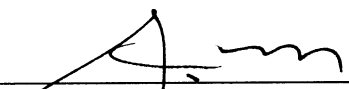
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 12<sup>th</sup> day of July 2001.

  
\_\_\_\_\_  
Mecca Fink, Mayor

Attest:

  
\_\_\_\_\_  
Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:

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

## **2001 TRAFFICWAYS PLAN AMENDMENT AGREEMENT**

THIS IS AN AGREEMENT made and entered into by and between the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as "Town," and Hughes Hall Inc., hereinafter referred to as "Consultant".

WHEREAS, the Town Council, on April 12, agenda item #5, Resolution 2001-56 selected Michele Mellgren and Associates as the Town Planner, and

WHEREAS, the "Consultant" was the transportation consultant included in the master agreement with Michele Mellgren, and

WHEREAS, on June 14, 2001 agenda item #11, resolution 2001-68 the Town Council authorized the Town Administrator to apply for amendments to the trafficways plan, and

WHEREAS, the Town desires the Consultant to prepare the necessary documents required to submit applications to provide for trafficways amendments.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Consultant hereby agree as follows:

### Section 1: **SCOPE OF SERVICE**

Upon execution of this agreement, the Consultant shall immediately commence to identify, analyze, review and recommend to the Town through coordination with the Town Administrator, the identification, writing, presentation and necessary follow up for applications to remove 160 Avenue (Dykes Road) and 172 Avenue from the trafficways plan, per Exhibit "A" Scope of Services.

### Section 2: **COMPENSATION**

#### 2.1 Amount of Compensation-

Town and Consultant agree that the compensation under this Agreement shall be for Nine Thousand Five Hundred Dollars (\$9,500).

#### 2.2 Reimbursable Expenses-

Town and Consultant agree that all reimbursable expenses under this Agreement shall be for One Thousand Five Hundred Dollars (\$1,500). Town and Consultant have agreed that application fees required by review agencies are not included. Town agrees to pay for application fees.

2.3 Total Compensation-

Town and Consultant agree that the total compensation under this agreement shall be Eleven Thousand Dollars (\$11,000).

2.4 Method of Payment-

Town and Consultant agree that payment will be provided monthly, subject to the delivery to the Town Administrator of a monthly performance report. Said payment will be made within ten (10) working day of the receipt of the monthly performance report.

Section 3: **TERM**

Town and Consultant agree that this Agreement shall be for a period of four (4) months from approval by Town. Based upon mutual agreement, Town Administrator may extend the Agreement for an additional period of time.

Section 4: The consultant shall perform all of the services enumerated in this Agreement solely as an independent contractor, and not as an employee of the Town. The Consultant, as directed by the Town Administrator and the Town Council, shall be responsible for directing its efforts as to the manner and means of accomplishing the work to be performed hereunder by Consultant, pursuant to good and workmanlike practices. The priority, order, performance of services or safety practices shall not affect Consultant's status as an independent contractor and shall not relieve Consultant of the obligations assumed under this Agreement.

Section 5: All substantive work to be performed pursuant to the terms of this Agreement shall be performed by Consultant, and no work shall be subcontracted to other parties or firms by Consultant without the prior consent of the Town.

Section 6: This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether written or oral.

Section 7: This Agreement has been a joint effort of the parties, and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 8: Town and Consultant agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth

in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

Section 9: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

Section 10: This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties from whom enforcement of such change would be sought.

Section 11: In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect.

Section 12: Both parties agree that signing of this Agreement does not guarantee that the application will be implemented, however the Consultant shall provide the highest degree of professional transportation planning and traffic engineering services.

Section 13: This Agreement constitutes the entire agreement between the parties with respect to the subject matter within and supersedes all previous oral and written representations.

Section 14: Either party may terminate this Agreement without cause by written notice, sent by U. S. Certified Mail, Return Receipt Requested, effective fifteen (15) days after the delivery of said notice.

If to Town:

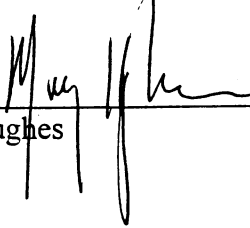
John Canada, Town Administrator  
3111 Stirling Road  
Fort Lauderdale, FL. 33312

If to Consultant:

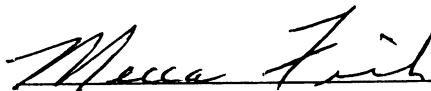
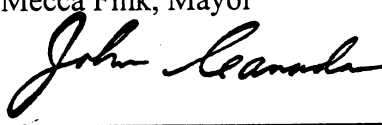
Hughes Hall Inc.  
2101 N. Andrews Avenue, Suite 406  
Fort Lauderdale, Fl. 33311

IN WITNESS WHEREOF, this Agreement is accepted and executed on this 12 day of July, 2001.

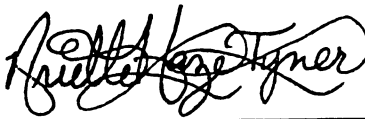
FOR HUGHES HALL INC.

 7.9.01  
\_\_\_\_\_  
Molly Hughes

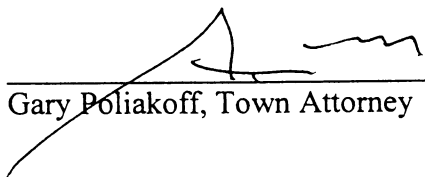
FOR TOWN OF SOUTHWEST RANCHES

  
\_\_\_\_\_  
Mecca Fink, Mayor  
  
\_\_\_\_\_  
John Canada, Town Administrator

Attest:

  
\_\_\_\_\_  
Arielle Haze Tyner, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

  
\_\_\_\_\_  
Gary Poliakoff, Town Attorney

## **Exhibit "A"**

# **Scope of Services**

### **Preparation of Application to Amend the Broward County Trafficways Plan**

Consultant shall provide:

- responsible for developing a presentation strategy in coordination with the Town Administrator,
- link the amendment proposal to conform with the Town's long range plans
- prepare rationale for proposed amendment and all necessary supporting information
- prepare Town's staff report regarding the proposed amendment
- present proposed amendment to:
  - Town Council
  - Trafficways Review Group
  - Land Use/Trafficways Committee
  - Planning Council

**2001 TRAFFIC CALMING - LOCAL STREETS**  
**AGREEMENT**

THIS IS AN AGREEMENT made and entered into by and between the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as "Town" and Hughes Hall Inc., hereinafter referred to as "Consultant".

WHEREAS, the Town Council, on April 12, agenda item #5, Resolution 2001-56 selected Michele Mellgren and Associates as the Town Planner, and

WHEREAS, the "Consultant" was the transportation consultant included in the master agreement with Michele Mellgren, and

WHEREAS, the Town Administrator has received an extensive number of complaints from residents concerned about the life and safety of the local streets within the Town, and

WHEREAS, the Town desires the Consultant to prepare the necessary studies to provide recommendations for traffic calming improvements on selected local roads.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Consultant hereby agree as follows:

Section 1: **SCOPE OF SERVICE**

Upon execution of this agreement, the Consultant shall immediately commence to identify, analyze, review and recommend to the Town, through coordination with the Town Administrator, conceptual traffic claming plans for SW 186 Avenue/185 Way and SW 178 Avenue between Griffin Road and Sheridan Street, per Exhibit "A" Scope of Services.

Section 2: **COMPENSATION**

2.1 Amount of Compensation-

Town and Consultant agree that the compensation under this Agreement shall be for Twelve Thousand Dollars (\$12,000).

2.2 Reimbursable Expenses-

Town and Consultant agree that all reimbursable expenses under this Agreement shall not exceed Five Hundred Dollars (\$500).

2.3 Total Compensation-



Town and Consultant agree that the total compensation under this Agreement shall be Twelve Thousand Five Hundred Dollars (\$12,500).

2.4 Method of Payment-

Town and Consultant agree that payment will be provided monthly, subject to the delivery to the Town Administrator of a monthly performance report. Said payment will be made within ten (10) working days of the receipt of the monthly performance report.

Section 3: **TERM**

Town and Consultant agree that this Agreement shall be for a period of four (4) months from approval by Town. Based upon mutual agreement, the Town Administrator may extend the agreement for an additional period of time.

Section 4: The consultant shall perform all of the services enumerated in this Agreement solely as an independent contractor, and not as an employee of the Town. The Consultant, as directed by the Town Administrator and the Town Council, shall be responsible for directing its efforts as to the manner and means of accomplishing the work to be performed hereunder by Consultant, pursuant to good and workmanlike practices. The priority, order, performance of services or safety practices shall not affect Consultant's status as an independent contractor and shall not relieve Consultant of the obligations assumed under this Agreement.

Section 5: All substantive work to be performed pursuant to the terms of this Agreement shall be performed by Consultant, and no work shall be subcontracted to other parties or firms by Consultant without the prior consent of the Town.

Section 6: This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether written or oral.

Section 7: This Agreement has been a joint effort of the parties, and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 8: Town and Consultant agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner, limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

Section 9: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

Section 10: This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties from whom enforcement of such change would be sought.

Section 11: In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect.

Section 12: Both parties agree that signing of this Agreement does not guarantee that traffic calming will be implemented, however, the Consultant shall provide the highest degree of professional transportation planning and traffic engineering services.

Section 13: This Agreement constitutes the entire agreement between the parties with respect to the subject matter within and supersedes all previous oral and written representations.

Section 14: Either party may terminate this Agreement without cause by written notice, sent by U. S. Certified Mail, Return Receipt Requested, effective fifteen (15) days after the delivery of said notice.

If to Town:

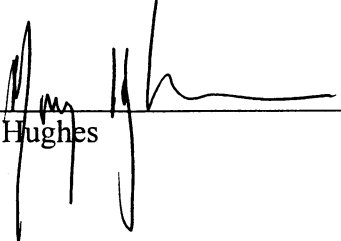
John Canada, Town Administrator  
3111 Stirling Road  
Fort Lauderdale, FL. 33312

If to Consultant:


Hughes Hall Inc.  
2101 N. Andrews Avenue, Suite 406  
Fort Lauderdale, Fl. 33311


IN WITNESS WHEREOF, this Agreement is accepted and executed on this 12 day of July, 2001.

FOR HUGHES HALL INC.

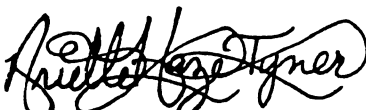
  
Molly Hughes 7/9/01

FOR TOWN OF SOUTHWEST RANCHES

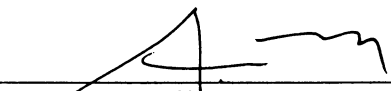
  
Mecca Fink, Mayor

  
John Canada, Town Administrator

Attest:

  
Arielle Haze Tyner, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

  
Gary Poliakoff, Town Attorney

## Exhibit "A"

# Scope of Services

### Development of Conceptual Traffic Calming Plans

Consultant shall provide:

- responsible for developing a strategy in coordination with the Town Administrator,
- prepare rationale for proposed traffic calming plans and all necessary supporting information
- prepare Town's staff report regarding the proposed plans
- proposed plan to include but not be limited to:
  - drawing or series of drawings for each local road
  - description of plans
  - detailed as to exact location of recommended traffic calming devices
  - estimated cost to implement recommendations and overall plans
- supporting information will include but not be limited to:
  - recent accident history
  - recent speed data
  - recent law enforcement records
  - resident complaints
- coordination will include but not be limited to:
  - up to three neighborhood meetings for each roadway
  - input from the Town Administrator
  - input from staff and Town Council
- present proposed amendment to:
  - neighborhood group for each roadway
  - Town Council