

**RESOLUTION 2003 - 55**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH ZYSCOVICH INC. FOR REUSE ARCHITECTURAL SERVICES AND CONSULTING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT FOR \$12,500; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Southwest Ranches conceptually approved a proposal to develop a high school for the Broward County School Board; and

**WHEREAS**, the utilization of a reuse agreement for the architectural services required to design a high school reduces the overall cost of the high school; and

**WHEREAS**, the Town Council has determined that it will be in the best interest of the Town to utilize a firm that already has a facility reuse agreement with the School Board to provide a reuse agreement with the Town.

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

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

**Section 2:** The Town Council hereby approves an agreement between the Town of Southwest Ranches and Zyscovich Inc. for reuse architectural services and consulting in the amount of Twelve Thousand Five Hundred Dollars (\$12,500).


**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4:** That this Resolution shall become effective immediately upon its adoption.

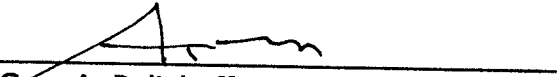
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 8<sup>th</sup> day of May 2003

Mecca Fink  
Mecca Fink, Mayor

Attest:

  
Arielle Haze Tyrer, Town Clerk

Approved as to Form and Correctness:

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

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**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR REUSE ARCHITECTURAL SERVICES AND CONSULTING**

This Agreement between the Town of Southwest Ranches, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "TOWN" and Zyscovich, Inc., its successors and assigns, hereinafter referred to as "CONSULTANT".

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

**ARTICLE I**

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 The TOWN has conducted a detailed analysis of the cost of the professional services required from CONSULTANT, in addition to considering their scope and complexity, and TOWN has negotiated this contract with CONSULTANT and has determined that the compensation to CONSULTANT is fair, competitive and reasonable.
- 1.3 This Agreement shall be a continuing Agreement between CONSULTANT and the TOWN. CONSULTANT shall, from time to time, as deemed necessary or appropriate by the TOWN, perform reuse architectural services and consulting on property which the TOWN owns or property which the TOWN is under contract to purchase.
- 1.4 CONSULTANT agrees that the cost for each project requested shall be determined on a case by case basis.
- 1.5 This Agreement for professional services shall not be exclusive. During the period of time in which this Agreement remains in full force and effect, TOWN may, in its sole discretion, enter into a similar Agreement for professional services with another firm which provides the same services as CONSULTANT.

## **ARTICLE II**

### **SCOPE OF SERVICES**

- 2.1 This reuse architectural service agreement shall be for the 30 acre site located at Sheridan Street and 190 Avenue for a high school.
- 2.2 Services to include but not be limited to architectural site design, preliminary traffic study, preliminary engineering and site work drawings.
- 2.3 Notwithstanding the requirements set forth in Article V of this Agreement, all notices given under this Article II may be by facsimile only.

## **ARTICLE III**

### **COMPENSATION**

The TOWN and CONSULTANT have agreed the for the architectural site design, preliminary traffic study and preliminary engineering and site work drawings shall be a lump sum of Twelve Thousand Five Hundred Dollars (\$12,500). The payments will be provided by TOWN based upon acceptable invoices for work performed submitted by CONSULTANT.

## **ARTICLE IV**

### **TERM**

The term of this Agreement shall commence on the date on which this Agreement is executed by last of the parties. This Agreement may be terminated without cause, by either party, upon providing three (3) days written notice by the party electing to terminate said Agreement.

## **ARTICLE V**

### **INDEMNIFICATION AND INSURANCE**

- 5.1 CONSULTANT shall at all times herein after, indemnify, hold harmless and defend TOWN, its officers and agents against any all claims, lawsuits, liabilities and expenditures of any kind including attorneys fees, court costs and expenses, caused by the negligent act or commission 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 actions of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this article shall survive the 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.

- 5.2 CONSULTANT shall provide and keep in effect worker's compensation insurance in compliance with the worker's compensation law of the State of Florida and all applicable federal laws.

CONSULTANT shall provide comprehensive professional liability and property damage insurance with a minimum limit of \$1,000,000.00 per occurrence.

Upon receipt of written request from TOWN, CONSULTANT shall provide TOWN with a certificate of insurance or a copy of all insurance policies required hereunder. TOWN reserves the right to acquire certified copy of such policies upon request.

## **ARTICLE VI**

### **NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, and may, unless otherwise in the Agreement expressly provided, be given or be served by depositing the same in the United States mail, postpaid and certified or registered and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to an officer such party, or by prepaid overnight delivery service, or by sending the same by facsimile (with the original being sent by one of the other permitted means), addressed to the party to be notified at the applicable address stated herein or such other address, notice of which has been given to the other party pursuant to this Article V. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) calendar days after it is so deposited. Notice by personal delivery shall be effective on the day of personal delivery. Notice by overnight delivery service shall be effective on the first business day after said notice is sent. Notice by facsimile shall be effective on the day sent by facsimile (provided the original is sent by one of the other permitted means).

For the present, the parties designate the following as the respective places for giving of notice:

For TOWN:

John Canada Town Administrator  
Town of Southwest Ranches  
6589 Southwest 160<sup>th</sup> Avenue  
Southwest Ranches, Florida 33331

For CONSULTANT:

Jose Murguido, AIA, Vice President  
Zyscovich Inc.  
100 N. Biscayne Blvd. 27 Floor  
Miami, Fl. 33132

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT on the respective dates under each signature.

ATTEST:

Shari Canada  
Arielle Haze Tyner, TOWN Clerk  
SHARI CANADA

**TOWN OF SOUTHWEST RANCHES**  
A political subdivision of the  
State of Florida

By: Mecca Fink  
Mecca Fink, Mayor

By: John Canada  
John Canada, Town Administrator

Approved as to form:

Gary A. Poliakoff  
Gary A. Poliakoff, TOWN Attorney

Dated this 4 day of Feb, 2007 4

CONSULTANT:

**Zyscovich Inc.**

By: Jose Murguido  
Name: Jose Murguido

Title: Vice President

Dated this 4 day of Feb, 2007 4