

RESOLUTION 2004-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT BETWEEN OAK PARK STABLE AND CARRIAGE COMPANY AND THE TOWN OF SOUTHWEST RANCHES FOR PARK MAINTENANCE SERVICES AT ROLLING OAKS PASSIVE OPEN SPACE PARK AND THE SUNSHINE RANCHES EQUESTRIAN PARK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT FOR UP TO \$40,040.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town can provide funding for the maintenance of the Town parks; and

WHEREAS, construction of the Town's first park, the Sunshine Ranches Equestrian Park, is nearing completion; and

WHEREAS, during 2004 and 2005, the Town will be developing proposed passive improvements to the Rolling Oaks Passive Open Space Park; and

WHEREAS, funding for both sites is dependent upon maintenance plans; and

WHEREAS, the Town Administrator has created a management program for administration of the Parks.

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

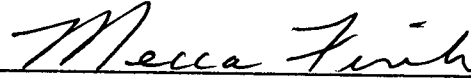
Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves an agreement between the Town of Southwest Ranches and Oak Park Stable and Carriage Company, Inc., for park maintenance and management services for the Town, for a maximum of \$40,040 per year, for a five-year period.

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.

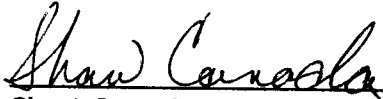
Section 4: That this Resolution shall become effective immediately upon its adoption.

PASSES AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 13th day of November 2003.



Mecca Fink, Mayor

Attest:



Shari Canada, Town Clerk

Approved as to Form and Correctness:



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

Agreement between
Town of Southwest Ranches
and
Oak Park Stable

for

**Sunshine Ranches 20-Acre Equestrian Park
And Rolling Oaks 46-Acre Park
Management and Maintenance Service**

**Sunshine Ranches 20-Acre Equestrian Park
and Rolling Oaks 46-Acre Park
Management and Maintenance Service 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 Oak Park Stable, hereinafter referred to as "SERVICE PROVIDER".

WHEREAS, the Town of Southwest did advertise for Equestrian Park maintenance and management services, and

WHEREAS, proposals were received by the Town of Southwest Ranches on October 22, 2003, and

WHEREAS, the Town did receive on October 22, 2003 receive a proposal form Kathy and Lee Ridenour the current lease holders of the Rolling Oaks Park stable site, and

WHEREAS, the agreement shall be for the provision of management and maintenance services for the Sunshine Ranches Equestrian Park and the Rolling Oaks Park.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the TOWN and SERVICE PROVIDER hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement the SERVICE PROVIDER shall, upon official written notice by the Town Administrator, commence to perform the duties and responsibilities as defined and described in Exhibit "A" for the Sunshine Ranches Equestrian Park and Exhibit "B" for the Rolling Oaks Park
- 1.2 Services will be provided based upon written request for service provided by the Town Administrator or designee.
- 1.3 Services shall be rendered pursuant to this Agreement shall be provided in accordance with the standard of care for similar types of services provided to municipalities in Broward County, Florida.

Section 2: Compensation

- 2.1 All services provided shall be compensated at Forty Thousand Fifty (\$40,050.00) Dollars for the initial term of this Agreement and for subsequent years as identified in Exhibit "C". All payments shall be made in monthly installments as set forth in Exhibit "C".

Section 3: Method of Payment

- 3.1 TOWN and SERVICE PROVIDER agree that payments will be made at monthly intervals, subject to the delivery of monthly invoice to the Town and verification by TOWN that services have been provided. SERVICE PROVIDER shall provide releases and waivers of lien for all payments for services rendered to the TOWN and a final waiver and release of lien for the last payment made by TOWN to SERVICE PROVIDER for services rendered pursuant to this Agreement.

Section 4: Term

- 4.1 TOWN and SERVICE PROVIDER agree that this Agreement shall be for a period of five (5) years from execution. This Agreement shall commence on December 1, 2003 and shall end at 12:00 noon on November 30, 2008. Based upon mutual agreement and approval by the Town Council this Agreement may be extended for two additional three (3) year periods.

Section 5: Assignment and Performance

- 5.1 All work to be performed pursuant to this Agreement shall be performed by the SERVICE PROVIDER and work to be subcontracted to other parties or firms must have the written consent and approval of the Town Administrator.
- 5.2 The TOWN shall review the SERVICE PROVIDER'S performance on annual basis in accordance with the terms of this Agreement. This review will be

based upon factors in the sole discretion of the TOWN including but not limited to observation of work performed as well as complaints received from TOWN residents.

Section 6: Indemnification of Town

- 6.1 To the extent permitted by law, SERVICE PROVIDER, shall defend, save hold harmless and indemnify the TOWN against any tort, liability claim or demand or any and all other legal action, arising out of the SERVICE PROVIDER's actions while providing the services under this Agreement.

Section 7: Insurance

- 7.1 Workers' Compensation Insurance, SERVICE PROVIDER to provide for all employees workers compensation insurance in compliance with the Worker's Compensation Law of the State of Florida.
- 7.2 Comprehensive General Liability Insurance, SERVICE PROVIDER to provide comprehensive general liability with minimum limit of One Million Dollars (\$1,000,000) per occurrence.
- 7.3 Automobile Liability Insurance, SERVICE PROVIDER to provide automobile liability insurance with a limit of \$500,000 per occurrence and \$500,000 minimum property damage covering Service Provider's activities on the Project premises.
- 7.4 SERVICE PROVIDER shall provide to TOWN Certificates of Insurance or at TOWN's request full and complete copies of insurance policies as required by Section 7 of this Agreement. All Certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy. All insurance provided pursuant to this Agreement shall be issued by an insurance company licensed and registered to write such insurance by the State of Florida. The Certificate of Insurance is labeled and attached to this Agreement as Exhibit "D".

Section 8: Notice

- 8.1 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 specified. 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 SW 160 Avenue
Southwest Ranches, Florida 33331

With a copy to :

Steven B. Lesser Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Ft. Lauderdale, Florida 33310-9057

For SERVICE PROVIDER:
Lee and Kathy Ridenour
17950 SW 55 Street
Southwest Ranches, Florida 33331

Section 9: Termination

- 9.1 This Agreement may be terminated for cause by action of Town Administrator or by SERVICE PROVIDER upon immediate written notice by the party that elects to terminate.
- 9.2 This Agreement may be terminated for convenience by action of the Town Administrator or by SERVICE PROVIDER upon not less than thirty (30) day's written notice to the other party.
- 9.3 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 that will meet or accomplish the objectives or breach of the provisions of this Agreement.
- 9.4 In the event that this Agreement is terminated for convenience, SERVICE PROVIDER shall be paid for any services performed to the date this Agreement is terminated and no other damages, costs or expenses. Upon being notified of TOWN'S election to terminate, SERVICE PROVIDER shall refrain from performing further services or incurring additional expenses

Section 10: Change of Agreement and Additional Services

- 10.1 TOWN and SERVICE PROVIDER may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Any such changes shall be in the form of a written change order or amendment that is executed by the parties with the same formality and of equal dignity to this Agreement, prior to any change from this Agreement.


Section 11: Jurisdiction and Venue

11.1 The Parties agree that the sole and exclusive jurisdiction for all disputes arising out of or relating to this Agreement shall be in a court of competent jurisdiction in Broward County, Florida.


IN WITNESS THEREOF, 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 13th day of November, 2003 and Town of Southwest Ranches signing by and through its Mayor, duly authorized to execute same.

TOWN
TOWN OF SOUTHWEST RANCHES

ATTEST:



Mecca Fink, Mayor

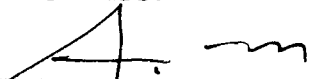


Shari Canada, Town Clerk



John Canada, Town Administrator

APPROVED AS TO FORM AND
CORRECTNESS:

By 

Gary A. Pdiakoff, Town Attorney

SERVICE PROVIDER

By



Lee Ridenour

Print

By



KATHARINE RIDENOUR

Print

24 day of NOV, 2003

Exhibit "A"

**TOWN OF SOUTHWEST RANCHES
Sunshine Ranches Equestrian Park
LANDSCAPE MAINTENANCE SPECIFICATIONS**

Mowing:

Turf to be cut at least sixteen (16) times a year. Optional cuts can be requested forty eight- (48) hours before the additional cut date.

Clipping removal and cleanup:

Post-mowing cleanup will be done immediately after each cut. Service Provider will coordinate mowing and cleanup so that blowing can be completed by the end of the day.

Edging:

Parking lot, sidewalk, trails, and beds edging every mowing sequence.

Line trimming:

Trimming around permanent fixtures, including exterior fence lines, to be performed at each mowing sequence.

Weed Removal (Beds):

All tree and landscape beds will be manually cultivated twelve (12) times a year.

Shrub Trimming:

Shrubs and ground cover will be shaped up to twelve (12) times a year.

Sucker Trimming / Pruning:

Trees will be limbed up to eight (8) feet, up to twelve (12) times a year.

Palm Tree Trimming / Pruning:

Dead palm fronds and seed pods reachable with a pole saw will be removed up to twelve (12) times a year.

Entrances and Monuments Trimming:

Entrances and monuments will be shaped up to twelve (12) times a year.

Tree Trimming:

Other tree trimming work is not a part of this contract and will be bid separately.

Mulch:

Upon request by the Town, Service Provider will install mulch to be supplied by the Town.

Communication:

The Service Provider will immediately notify the Town of any problems identified that could cause damage to turf, plant material, etc., which are beyond the control of Service Provider.

Initials

KR
SERVICE PROVIDER

Initials

C
TOWN

TOWN OF SOUTHWEST RANCHES
Sunshine Ranches Equestrian Park
LAWN CUT SCHEDULE

JANUARY	1
FEBRUARY	1
MARCH	1
APRIL	1
MAY	1
JUNE	2
JULY	2
AUGUST	2
SEPTEMBER	2
OCTOBER	1
NOVEMBER	1
DECEMBER	1

Initials LP
SERVICE PROVIDER

Initials e
TOWN

TOWN OF SOUTHWEST RANCHES
Sunshine Ranches Equestrian Park
GENERAL MAINTENANCE SPECIFICATIONS

Equestrian Rings/Trails Maintenance (monthly)

1. The Service Provider will monitor the Equestrian Trails, Show and Practice Rings on a monthly basis and will remove and properly dispose of excess manure, if needed.
2. The Service Provider will level off the Show and Practice Rings by dragging on a monthly basis. Additional dragging maintenance can be requested forty eight-(48) hours in advance.

Lighting Maintenance:

1. The Service Provider will monitor all lighting on a monthly basis and will replace bulbs and/or lenses, to be supplied by the Town, as needed.

Tot Lot Maintenance:

1. Trash and debris will be removed from surface material on a weekly basis.
2. Surface material will be raked on a monthly basis.
3. The Service Provider will monitor the site structures and furnishings and will provide immediate reports of damage or vandalism. Incidental repair/replacement for damage or vandalism will be performed on an "as needed" basis.
4. Play structures shall be pressure cleaned or washed on an annual basis. Additional cleanings, if necessary, will be bid separately.
5. Replenishment of surface material is not included in this contract and will be bid separately, when necessary.

Fence Maintenance:

1. Fencing shall be pressure cleaned or washed on an annual basis. Additional cleanings, if necessary, will be bid separately.
2. Incidence of damage/vandalism will be reported immediately. Repair for damage / vandalism is not included in this contract and will be bid separately.

Building Maintenance:

1. Service Provider shall clean all restroom fixtures on a weekly basis.
2. Service Provider shall daily inspect, supply and replenish paper products and soap.
3. Service Provider shall clean Drinking Fountain(s) on a weekly basis or as necessary
4. Buildings shall be pressure cleaned on an annual basis. Additional cleanings, if necessary, will be bid separately.

5. Service Provider shall on a weekly basis remove graffiti and repaint any surfaces needed using graffiti remover and matching paint provided by the Town.

Initials _____
SERVICE PROVIDER

Initials _____
TOWN

Exhibit "A"
TOWN OF SOUTHWEST RANCHES
Sunshine Ranches Equestrian Park
MAINTENANCE SPECIFICATIONS
Page 4

TOWN OF SOUTHWEST RANCHES
Sunshine Ranches Equestrian Park
GENERAL MAINTENANCE SPECIFICATIONS, Cont'd.

General Maintenance:

1. The Service Provider shall police all park grounds for and will dispose of all trash / debris into pick up receptacles kept in the building storage room on a weekly basis.
2. The Service Provider shall place park trash and recycling receptacles at curbside for pickup on a weekly basis no earlier than 5PM on the day before pickup. Empty receptacles shall be returned to the building storage room the day of pickup no later than park closing on any given day.
3. The Service Provider shall on a weekly basis remove graffiti and repaint any surfaces needed using graffiti remover and matching paint provided by the Town.
4. Incidental repair/replacement for damage/vandalism (Benches, picnic tables, drinking fountains, restroom fixtures, doors, knobs, locks, bike racks, wash rack ties, hose, and nozzle as needed)
5. Service Provider shall observe for and report any plumbing repairs needed immediately.
6. Service Provider shall observe for and report any drinking fountain repairs needed immediately.

Park Opening / Closing:

1. Service Provider shall be responsible for daily opening/lock up of three park gates (one vehicular and two equestrian). Additionally, Service Provider shall be responsible for ensuring the lock up of seven (7) individual gates at the East and South perimeter areas of the park:

Year Round: approximately ½ hour after sunrise
approximately ½ hour before sunset

Initials SR
SERVICE PROVIDER

Initials C
TOWN

Exhibit "A"
TOWN OF SOUTHWEST RANCHES
 Sunshine Ranches Equestrian Park
MAINTENANCE SPECIFICATIONS
 Page 5

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Mowing/Cleanup	1	1	1	1	1	2	2	2	2	1	1	1
Edging	1	1	1	1	1	2	2	2	2	1	1	1
Line Trimming	1	1	1	1	1	2	2	2	2	1	1	1
Weed Removal / Beds	1	1	1	1	1	1	1	1	1	1	1	1
Palm / Tree Sucker Pruning	1	1	1	1	1	1	1	1	1	1	1	1
Shrub/Hedge Shaping	1	1	1	1	1	1	1	1	1	1	1	1
Mulch	<u>Upon request</u>											
Ring/Trail Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Lighting Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Tot Lot trash removal	<u>Weekly</u>											
Tot Lot raking	1	1	1	1	1	1	1	1	1	1	1	1
Tot Lot pressure cleaning	<u>Annually</u>											
Fence Maintenance	<u>Annually</u>											
Clean Restroom, drinking fountain(s), pick up trash, graffiti removal	<u>Weekly</u>											
Curbside Trash Removal	<u>Weekly</u>											
Inspect & Replenish Paper and Soap	<u>Daily</u>											
Building Pressure cleaning	<u>Annually</u>											
Opening/Lockup	<u>Twice daily</u>											

Initials KR
 SERVICE PROVIDER

Initials E
 TOWN

Exhibit "B"

**TOWN OF SOUTHWEST RANCHES
Rolling Oaks Park
LANDSCAPE MAINTENANCE SPECIFICATIONS**

Mowing:

Turf to be cut sixteen (16) times a year. Optional cuts can be requested forty eight- (48) hours before the additional cut date.

Clipping removal and cleanup:

Post-mowing cleanup will be done immediately after each cut. Service Provider will coordinate mowing and cleanup so that blowing can be completed by the end of the day.

Edging:

Parking areas, trails, and beds edging every mowing sequence.

Line trimming:

Trimming around permanent fixtures, including exterior fence lines, to be performed at each mowing sequence, or as needed.

Sucker Trimming / Pruning:

Trees will be limbed up to eight (8) feet, up to twelve (12) times a year.

Entrances and Monuments Trimming:

Entrances and monuments will be shaped up to twelve (12) times a year.

Tree Trimming:

Other tree trimming work is not a part of this contract and will be bid separately.

Mulch:

Upon request by the Town, Service Provider will install mulch to be supplied by the Town.

Communication:

The Service Provider will immediately notify the Town of any problems identified that could cause damage to turf, plant material, etc., which is beyond the control of Service Provider.

Initials KR
SERVICE PROVIDER

Initials C
TOWN

TOWN OF SOUTHWEST RANCHES
Rolling Oaks Park
LAWN CUT SCHEDULE

JANUARY	1
FEBRUARY	1
MARCH	1
APRIL	1
MAY	1
JUNE	2
JULY	2
AUGUST	2
SEPTEMBER	2
OCTOBER	1
NOVEMBER	1
DECEMBER	1

Initials KR
SERVICE PROVIDER

Initials C
TOWN

TOWN OF SOUTHWEST RANCHES
Rolling Oaks Park
GENERAL MAINTENANCE SPECIFICATIONS

Trails Maintenance (monthly)

1. The Service Provider will monitor the Trails on a monthly basis and will remove and properly dispose of excess manure, if needed.
2. Additional maintenance can be requested forty eight- (48) hours in advance.

Fence Maintenance:

1. Fencing shall be pressure cleaned or washed on an annual basis. Additional cleanings, if necessary, will be bid separately.
2. Incidence of damage/vandalism will be reported immediately. Repair for damage / vandalism is not included in this contract and will be bid separately.

General Maintenance:

1. The Service Provider shall police all park grounds for and will dispose of all trash / debris on a weekly basis.
2. The Service Provider shall on a weekly basis remove graffiti and repaint any surfaces needed using graffiti remover and matching paint provided by the Town.
3. Incidental repair/replacement for damage/vandalism to be performed as needed.
4. Service Provider shall observe for and report any plumbing repairs needed immediately.

Park Opening / Closing:

1. Service Provider shall be responsible for daily opening/lock up of park gates.
2. ~~April through September: Open 8:00 AM
Close 6:00 PM~~
~~October through March: Open 7:30 AM
Close 5:00 PM~~

*Year round approximately : open 1/2 hour after sunrise
close 1/2 hour before sunset*

Initials KR
SERVICE PROVIDER

Initials e
TOWN

Exhibit "B"
TOWN OF SOUTHWEST RANCHES
Rolling Oaks Park
MAINTENANCE SPECIFICATIONS
Page 4

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Mowing / Cleanup	1	1	1	1	1	2	2	2	2	1	1	1
Edging	1	1	1	1	1	2	2	2	2	1	1	1
Line Trimming	1	1	1	1	1	2	2	2	2	1	1	1
Tree Sucker Trimming	1	1	1	1	1	1	1	1	1	1	1	1
Entrance Shaping	1	1	1	1	1	1	1	1	1	1	1	1
Mulch	<u>Upon request</u>											
Trail Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Fence Maintenance	<u>Annually</u>											
Trash Removal	<u>Weekly</u>											
Graffiti Removal	<u>Weekly</u>											
Daily Opening/Lockup	<u>Twice daily</u>											

Initials *f.r.*
SERVICE PROVIDER

Initials *e*
TOWN

Exhibit "C"

Compensation

	<u>Annual</u>	<u>Monthly</u>
1 st Year	\$40,040	\$3,337
2 nd Year	\$40,040	\$3,337
3 rd Year	\$40,040	\$3,337
4 th Year	\$40,040	\$3,337
5 th Year	\$40,040	\$3,337

Initials KR
SERVICE PROVIDER

Initials C
TOWN