

RESOLUTION 2004 - 60

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH BROWARD COUNTY, FOR BROWARD CULTURAL COUNCIL CULTURAL GRANT PROGRAM DESIGN ARTS PROGRAM DAP02-2004; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Town of Southwest Ranches has been awarded a \$15,000 grant from Broward County to reimburse the Town for actual work done for the design of the Entranceway Park at the south west corner of Griffin and Flamingo Roads; and

WHEREAS, as a condition of obtaining the grant the Town must enter into an Agreement with the County regarding the design of the entranceway park; and

WHEREAS, Broward County and the Town are desirous of satisfying this condition.

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 the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Broward County regarding the design of the Entranceway Park.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Agreement 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.

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES, FLORIDA

for

BROWARD CULTURALCOUNCIL
CULTURAL GRANT PROGRAM

GOVERNMENTAL ENTITY

FY 2004

<u>GRANT PROGRAM</u>	<u>AMOUNT</u>	<u>PROGRAM #</u>
Design Arts Program	\$15,000	DAP02-2004

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES, FLORIDA

for

BROWARD CULTURAL COUNCIL
Design Arts Program

This Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

TOWN OF SOUTHWEST RANCHES, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "CONTRACTOR."

WHEREAS, the Broward Cultural Council recommends funding to assist the CONTRACTOR with approved expenses as defined in the Broward County Administrative Code, Chapter 29, Part II, Broward Cultural Council Grant Program Guidelines; and

WHEREAS, the Board of County Commissioners has determined that these expenditures serve a COUNTY and public purpose and are authorized by Section 1-90 of the Broward County Code of Ordinances; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - Agreement shall mean this document and other terms and conditions which are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board - The Broward County Board of County Commissioners.

- 1.3 Contract Administrator - The Director of the Broward County Cultural Division or designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CONTRACTOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.
- 1.4 County Attorney - The chief legal counsel for COUNTY who directs and supervises the Office of County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.5 Project - The Project consists of the services described in Article 2.

ARTICLE 2

SCOPE OF SERVICES

CONTRACTOR shall perform all services identified in this Agreement, its grant application as amended, and Exhibit "A." CONTRACTOR shall provide to the COUNTY a Project Evaluation Report for each project funded through this Agreement on the prescribed form provided by COUNTY. The Project Evaluation Report shall be filed with the Contract Administrator no later than thirty (30) days after the completion of the Project.

Failure of the CONTRACTOR to submit a completed Project Evaluation Report shall disqualify the CONTRACTOR for all grant awards until requirements of the specific program guidelines and this Agreement have been met.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2004.

ARTICLE 4

COMPENSATION

- 4.1 COUNTY agrees to pay CONTRACTOR, in the manner specified in Exhibit "A" and Section 4.3, the total amount of \$15,000 for work actually performed and completed pursuant to this Agreement. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon COUNTY'S obligation to compensate CONTRACTOR for services and expenses related to this Agreement.

4.2 CONTRACTOR agrees to provide matching funds as set forth in the Broward County Administrative Code, Chapter 29, Part II, Broward Cultural Grant Program Guidelines, for applicable grant programs and as more specifically shown in Exhibit "A."

4.3 METHOD OF BILLING AND PAYMENT

4.3.1 CONTRACTOR may submit an invoice for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. The final invoice must be received no later than sixty (60) days after this Agreement expires.

4.3.2 Documentation as required in Exhibit "A" must accompany any request for reimbursement. Invoices shall be certified by the CONTRACTOR'S executive director or an authorized officer.

4.3.3 COUNTY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR'S proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by COUNTY. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

ARTICLE 5

CHANGES IN SCOPE OF SERVICES

5.1 Upon written request by the CONTRACTOR, the Contract Administrator may approve changes in the categories of expenditures listed on Exhibit "A."

5.2 Pursuant to the Broward County Administrative Code, Section 29.17(f)(2), the Broward Cultural Council may approve changes to the Scope of Services, project description and unit of services provided that the total grant awarded remains unchanged, the revisions are consistent with the grant application and the grant guidelines, and the revisions do not diminish the quantity or quality of service to be provided.

5.3 Changes to the Scope of Services or categories of expenditures pursuant to this Article shall be in writing, signed by the CONTRACTOR and the Contract Administrator.

ARTICLE 6

GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CONTRACTOR is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 7

INSURANCE

CONTRACTOR is a state agency as defined by Section 768.28, Florida Statutes, and CONTRACTOR shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this agreement.

ARTICLE 8

TERMINATION

- 8.1 This Agreement may be terminated for cause by action of Board or by CONTRACTOR upon thirty (30) days' written notice by the party that elected to terminate, or for convenience by action of Board upon not less than ten (10) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare. An erroneous termination for cause shall be considered a termination for convenience.
- 8.2 Cause for termination of this Agreement shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project notwithstanding whether any such breach was previously waived or cured.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 8.4 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of COUNTY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration for COUNTY'S right to terminate this Agreement for convenience.

ARTICLE 9

FINANCIAL STATEMENTS

- 9.1 Pursuant to the Broward County Administrative Code, Section 29.17(c)(2), any contractor receiving Five Thousand Dollars (\$5,000.00) or less in any one COUNTY fiscal year must submit Exhibit "B," Project Evaluation Report, with all required information, including financial information, and file with the COUNTY within thirty (30) days after completion of the project.
- 9.2 Contractors receiving only Design Arts Program funding in any one fiscal year are exempt from the annual certified financial statement requirements for that fiscal year, but must submit Exhibit "B," Project Evaluation Report, with all required information, including financial information, and file with the COUNTY within thirty (30) days after completion of the project.
- 9.3 Any contractor receiving more than Five Thousand Dollars (\$5,000.00) in any one County fiscal year must submit a Special Report including audited and certified financial statements prepared in accordance with Generally Accepted Accounting Principles and audited by an independent Certified Public Accountant. CONTRACTOR shall provide to the Contract Administrator two (2) copies of each of the annual financial statements as required in this section. Said annual financial statements shall be submitted to Contract Administrator within one hundred eighty (180) days after the close of the CONTRACTOR'S fiscal years in which the CONTRACTOR accounts for funds received under this Agreement. No extensions will be granted for the audited and certified financial statements. The special report shall be prepared by an independent certified public accountant or the governmental entity's internal auditor in a form acceptable to the Broward County Commission Auditor.
- 9.4 Financial statements shall include a statement of financial position, a statement of activities, and a statement of cash flows and any management letter(s) thereby generated, in a form acceptable to the Broward County Commission Auditor. CONTRACTOR shall disclose in footnotes or in a statement signed by the executive director, the source and funding received from any governmental entity for any funding of five percent (5%) or more of total revenues.

- 9.5 If the Special Report is prepared by an independent certified public accountant, it shall be in accordance with Section 623 of the Codification of Statements on Auditing Standards as promulgated by the American Institute of Certified Public Accountants. If the special report is prepared by a governmental entity's internal auditor, it shall be as nearly in accordance with those sections as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. A transmittal letter signed by the governmental entity's internal auditor must accompany the special report. The special report shall include:
- a. The statement, "no funds, including interest earned on such funds, are due back to the County;" or, a listing of funds, including interest earned on such funds, which are due back to the COUNTY.
 - b. An opinion (finding, in the case of an internal auditor) as to whether the funds received under the applicable grant agreement with the COUNTY have been expended in accordance with this Agreement.
 - c. A schedule of project revenues and expenditures including:
 - i. all revenues relating to the services and/or project classified by the source of the revenues; and
 - ii. all expenditures relating to the services and/or project classified by the type of expenditures, to include the classifications as set forth in Exhibit "A" of this Agreement.
- 9.6 The Special Report shall include all financial requirements for the entire scope of the services or project covered by the Agreement, even if a part of the services or project was performed during the previous fiscal year(s) or continue past the end of CONTRACTOR'S current fiscal year.
- 9.7 Any corrections to the special report requested by the COUNTY shall be made and submitted to the COUNTY within sixty (60) days after written request is received.
- 9.8 Failure of the CONTRACTOR to meet these financial reporting requirements shall result in suspension of payment under this or any subsequent grant agreement in effect and disqualify the CONTRACTOR from obtaining future grant awards until such financial statements are received and accepted by COUNTY.
- 9.9 CONTRACTOR acknowledges submission of financial statements and/or special report to any other Broward County office, agency, or division does not constitute compliance with requirements to submit that material to Contract Administrator for this Agreement.
- 9.10 CONTRACTOR agrees to reimburse COUNTY any and all funds not used in strict compliance with this Agreement.

ARTICLE 10

MISCELLANEOUS

10.1 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this Project. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR shall make same available at no cost to COUNTY in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by COUNTY, 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, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated, the books, records, and accounts shall be retained and made available until completion of the audit; provided that if audit findings have not been resolved, such records shall be retained until final resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

10.2 NONDISCRIMINATION

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin,

marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

10.3 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind COUNTY in any respect whatsoever.

10.4 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

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10.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Mary A. Becht, Director
Broward Cultural Division
100 S. Andrews Avenue
Fort Lauderdale, Florida 33301-1829

FOR CONTRACTOR:

Lee Rickles, Program Manager
TOWN OF SOUTHWEST RANCHES, FLORIDA
6589 SW 160th Avenue
Southwest Ranches, FL 33331

10.6 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

10.7 MATERIALITY AND WAIVER OF BREACH

COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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10.8 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.9 PRIORITY OF PROVISIONS

The applicable provisions of the Broward County Administrative Code, Chapter 29, Part II, Broward Cultural Council Grant Program Guidelines, are hereby expressly incorporated into this Agreement. In the event of a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement or the Grant Program Guidelines, the Guidelines will first govern, followed by the terms in Articles 1 through 10 of this Agreement.

10.10 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, CONTRACTOR and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

10.11 AMENDMENTS

Except for the provisions set forth in Article 5, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CONTRACTOR.

10.12 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the

terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10.13 NO INTEREST

Any monies which are the subject of a dispute regarding this Agreement and which are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by CONTRACTOR.

10.14 REPRESENTATION OF AUTHORITY

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

10.13 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

10.14 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.15 COUNTERPARTS

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

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AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES, FLORIDA FOR BROWARD CULTURALCOUNCIL CULTURAL GRANT PROGRAM

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator, authorized to execute same by Resolution approved by the BOARD, and TOWN OF SOUTHWEST RANCHES, FLORIDA, signing by and through its Town Administrator, duly authorized to execute same.

COUNTY

WITNESSES:

Ylwinde Atangan
(Witness Signature)

GLORINDO ATANGAN
(Print name)

Grace Notaro
(Witness Signature)

GRACE NOTARO
(Print name)

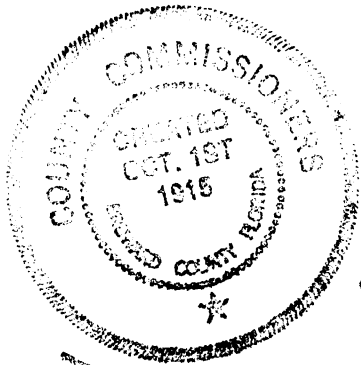
BROWARD COUNTY, through its
Broward County Administrator

By [Signature]
Roger J. Desjardais
County Administrator

8th day of June, 2004

Approved as to form by
Office of the County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By [Signature] (6-7-2004)
Andrea Froome
Assistant County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES, FLORIDA FOR BROWARD CULTURAL COUNCIL DESIGN ARTS PROGRAM GRANT PROGRAM

CONTRACTOR

WITNESSES:

TOWN OF SOUTHWEST RANCHES,
FLORIDA

Lee J. Rickles
(Witness Signature)

John Canada
(Signature)

LEE J RICKLES
(Print name)

John Canada, Town Administrator
(Print name and title)

Emily S. McCord
(Witness Signature)

2 day of June, 2004

Emily S. McCord
(Print name)

ATTEST:

Shaw L. Canada
Town Clerk

Reviewed and approved as to form:

[Signature]
Town Attorney

EXHIBIT "A"

CONTRACTOR has been awarded grants under the following grant programs and in the amounts specified:

Design Arts Program \$15,000 DAP02-2004

Funding for each program shall be paid to CONTRACTOR by COUNTY in accordance with the following:

Town of Southwest Ranches, Florida

Design Arts Program

Rural Identity Design Entranceway Project

DAP02-2004

- I. **Scope of Services:** The CONTRACTOR, TOWN OF SOUTHWEST RANCHES, FLORIDA, agrees during the term of this Agreement to retain the services of the professional design team comprised of the following: the firms of: Urban Associates, Inc. Landscape Architects (lead), with Leo F. Urban, Donna Vohwinkel, and Brian Euell; Ken Cimetta of Cimetta Design (graphic designer); Jeff Trompeter of Civil Design, Inc. (civil engineering and land surveying); Kenneth J. Hirsch of Hirsch Architects, Inc. (architect); Adam Ginsburg of Ginsburg Engineering, LLC (structural engineering); Jeremy Chancey (environmental studies, wetland migration, horticultural, Lake Littoral Planting Design), and appropriate Town of Southwest Ranches staff, to provide design development services, cost estimations, and to facilitate a series of public meetings to identify and create design concepts for a Rural Identity Design Entranceway Project as part of the CONTRACTOR's Rural Identification Design Program. Through a professional design development process, the Town will optimize a three and a three-quarter (3.75) acre passive park parcel at the northeast entrance into the Town. The above-mentioned design team will be engaged to develop design concepts for this parcel that create both a sense of place, and connect this parcel to the adjacent regional greenway, with an entry gateway feature and elements that create an unique vista.

This Rural Identity Design Entranceway Project ("Entranceway Project") shall entail the development of a complete design plan that shall involve: trail connections, serene water features, bike facility, shaded areas, multipurpose trails at grade level at the crossing of Griffin Road and the C-11 Canal corridor; design of a rural crossing bridge, over the C-11 Canal connection to regional greenways trails to serve as an identity marker to the Town.

The professional design team, along with the appropriate Town of Southwest Ranches staff, shall facilitate public meetings to discuss an over-all design concept, or vision, that enhances, or develops, the existing sense of place for the Town's passive park and Entranceway Project by creating design concepts that create both

a sense of place and connect this parcel to the adjacent regional greenways.

CONTRACTOR agrees to complete as Part (A), four (4) public meetings and community workshops. A minimum of three (3) of the public meetings and community workshops will be used by the design team to elicit input and participation from the Town of Southwest Ranches community and residents in the neighborhoods near the proposed Rural Identity Design Entranceway Project under consideration. These public meetings and community workshops will be used to determine the primary issues for consideration in the design development and the creation of design concepts and themes for the proposed project.

The fourth public meeting will be used for the presentation of final conceptual designs, drawings, and plans for the proposed design project to the Town Council of the Town of Southwest Ranches for approval, and to further refine and develop recommendations for the future.

CONTRACTOR agrees to complete as Part (B), a preliminary narrative needs assessment report on the results of the public meetings and community workshops, and preliminary sketches of the design concepts for the proposed Rural Identity Design Entranceway Project. (to include specific examples of site planning and schematic designs). CONTRACTOR shall provide these items to the Contract Administrator no later than one (1) month before the expiration of this Agreement.

CONTRACTOR agrees to complete as Part (C), the final conceptual designs, drawings, and cost estimates for the proposed design project. The final schematic designs will be presented to the COUNTY on oversized foam board suitable for presentation and also reduced to 8½" by 11" sheets. This information shall be suitable for presentation for individual or collective design commissions that will lead to design development and construction. Final submission shall include drawings as described above, narrative description, cost estimations and method of installation, and implementation budget for the design components. Final submission for the above is due no later than one (1) month following the expiration of this Agreement.

CONTRACTOR agrees to complete as Part (D), a final narrative report describing the municipality's proposed Rural Identity Design Entranceway Project and design project for the development of the design sign concepts. Final submission for the above is due no later than one (1) month following the expiration of this Agreement.

- II. COUNTY shall reimburse CONTRACTOR's costs for professional design services directly related to the Project described in Section I, Scope of Services, up to a maximum of Fifteen Thousand Dollars (\$15,000) upon receipt of a proper invoice and the Contract Administrator's acceptance of the documentation as described in Section III.

III. Required documentation of services rendered:

CONTRACTOR shall provide, as an attachment to the units of service invoice, a brief description of activities and programs, and list the hours the staff worked, and the rate of pay for each staff and design team member during the period covered by the invoice. In addition to the documentation and deadline requirements specified above, CONTRACTOR shall provide with its invoice copies of the design professional's invoice(s) for which CONTRACTOR seeks reimbursement. The design professional's invoice(s) must include information which clearly relates all amounts billed to the requirements of this Project. Final invoice shall include documentation of the completion of all items not previously submitted, as described in Section I.

Exhibit B - Project Evaluation Report is due thirty (30) calendar days after the completion of the project.

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2. DESIGN ARTS PROJECT FINANCIAL INFORMATION:

Project Cash Expenses -	Design Arts Program Funds	Organization & other funds	Total
Outside Professional Services	\$	\$	\$
Artistic	\$	\$	\$
Other	\$	\$	\$
	\$	\$	\$
Travel	\$	\$	\$
Remaining Operating Expenses	\$	\$	\$
Total Cash Expenses	\$	\$	\$

3. ATTACHMENTS

_____ Enclose two (2) first generation copies of the products that have resulted from the grant: i.e. Black and white, or colored rendered graphic presentations, diagrams, final drawings, planning documents, design renderings, and/or photos of study models. Two (2) copies of the community cultural planning assessment documents, or reports.

_____ Enclose all of the organization's promotional materials with the Broward County logo and attribution statement.

____ Copies of invoice(s) documenting the Contractor's costs for hiring the professional design Services (architect, landscape architect, design artist, artist, urban planner, cultural planner, etc.), to verify the Contractor's expenditures. Contractor shall document expenditures on each category for each unit of service.

____ Narrative/ Executive Summary- Explanatory narrative should be minimal but sufficient for a reviewer to understand the fundamental principals of the design concept, design plan, or cultural plan. The narrative should illustrate, at a minimum, the following:

- Response to community context.
- Innovations, or design elements, addressing sustainable design.
- Solution to an identified site, purpose, or problem.

CERTIFICATION

It is certified that the information provided is true and correct, and the expenditures were incurred solely for the purpose of the grant activity.

Signature of Authorized Officer:	Name Printed: Title:
Signature of person who prepared report:	Name Printed: Title:
Date:	For BCR use only Date Received:

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Revised 8/03