

RESOLUTION 2004-73

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FOR ACQUISITION, PRESERVATION, IMPROVEMENT, ENHANCEMENT, OPERATION AND MANAGEMENT OF THE FRONTIER TRAILS PARK AND ROOKERY -OS-107-; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID INTERLOCAL AGREEMENT; APPROVING THE PARK MANAGEMENT PLAN; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Town of Southwest Ranches has been generously awarded a \$1,125,000 grant from Broward County to reimburse the Town for the Town's purchase of the Frontier Trails Park and Rookery; and

WHEREAS, as a condition of obtaining the grant the Town must enter into an Interlocal Agreement with the County regarding the acquisition, preservation, improvement, operation and management of the property; 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 Interlocal Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Broward County regarding the acquisition, preservation, improvement, operation, and management of the Frontier Trails Park and Rookery.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Interlocal 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. The Town Council hereby approves the Park Management Plan, attached hereto as Exhibit "B", for the Frontier Trails Park and Rookery

Section 5. 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 13 day of May 2004, on a motion by Vice Mayor Knight and seconded by Council Member Blanton.

Fink	<u>Y</u>	Ayes	<u>5</u>
Knight	<u>Y</u>	Nays	<u> </u>
Blanton	<u>Y</u>	Absent or	<u> </u>
Maines	<u>Y</u>	Abstaining	<u> </u>
Nelson	<u>Y</u>		

Mecca Fink
Mecca Fink, Mayor

ATTEST:

Shari Canada
Shari Canada, Town Clerk

Approved as to Form and Correctness:

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

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Return recorded document to:
Dept. of Planning and Environmental Protection
Land Preservation Section
218 SW 1st Avenue
Ft. Lauderdale, FL 33301

Document prepared by:
Sharon L. Cruz, Deputy County Attorney
Suite 423, Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

**INTERLOCAL AGREEMENT FOR THE
ACQUISITION, IMPROVEMENT, ENHANCEMENT,
OPERATION AND MANAGEMENT OF
OPEN SPACE SITE OS-107
FRONTIER TRAILS PARK AND ROOKERY
BY THE TOWN OF SOUTHWEST RANCHES**

This is an Interlocal 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, a Florida municipal corporation, created and existing under the laws of the state of Florida, hereinafter referred to as "TOWN."

WHEREAS, TOWN is: (i) acquiring conservation land, green space or open space land with proceeds of the Bonds (hereinafter defined within Section 1.7 of this Agreement), or (ii) receiving reimbursement from proceeds of the Bonds for the prior acquisition of such lands, or (iii) receiving title from COUNTY to such lands previously acquired by COUNTY involving the proceeds of the Bonds; and

WHEREAS, this Agreement is entered into in order to impose terms, conditions, and restrictions on TOWN's use of Bond proceeds on lands acquired by TOWN with Bond proceeds or on lands for which TOWN received reimbursement from Bond proceeds for prior acquisition or on lands acquired by COUNTY which are transferred to TOWN; and

WHEREAS, this Agreement is entered into pursuant to § 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

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WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes; and

WHEREAS, it is the purpose and intent of the parties to this Interlocal Agreement, to permit COUNTY and TOWN to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions; and

WHEREAS, TOWN and COUNTY desire to enter into a cooperative agreement regarding the acquisition, preservation, improvement, enhancement, operation and management of a parcel of property described in Exhibit "A," attached hereto and made a part hereof and hereinafter referred to as the "Site"; NOW, THEREFORE,

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

ARTICLE 1
BACKGROUND, PURPOSE, INTENT AND DEFINITIONS

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Interlocal Agreement for COUNTY and TOWN, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal.
- 1.3 In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Bonds is not jeopardized, TOWN and COUNTY agree to amend the Agreement accordingly.
- 1.4 In order to further the efforts to be undertaken by COUNTY in connection with the acquisition, preservation, improvement, enhancement, operation and management of the Site, the parties hereto acknowledge and agree to cooperate with each other to the fullest extent reasonably necessary to accomplish the mutual desire of the parties that the project be successfully completed.
- 1.5 This Agreement and the covenants and restrictions contained herein shall run with the Site and shall bind, and the benefits shall inure to, respectively COUNTY and TOWN and their respective successors and assigns.

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- 1.6 This Agreement will be effective upon execution by both parties.
- 1.7 Definitions - For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

"Bonds" shall mean the Broward County, Florida General Obligation Bonds issued in one or more series pursuant to Resolution 2000-1062 and Resolution 2000-1063 adopted by the Board of County Commissioners of Broward County relative to parks and/or conservation land, green space and open space lands.

"Bond Restrictions" shall mean the terms, conditions, and limitations imposed by any resolution adopted by the Board of County Commissioners of Broward County authorizing the issuance of Bonds and the official statement and the terms, conditions, and limitations contained in any contracts, covenants or instruments executed in connection with the Bonds.

"Disallowable Activities" shall mean those activities and uses not consistent with the Bond Restrictions or those activities or uses prohibited by those restrictive covenants or conservation easements required by this Agreement or those activities or uses set forth within Article 5 of this Agreement.

ARTICLE 2 MANAGEMENT PLAN

If the Site is Conservation Land or Green Space, a Conceptual Resource Management Plan which broadly describes the proposed use of the Site and the manner in which the TOWN proposes to preserve and enhance the Site shall be attached as Exhibit "B." If the Site is Open Space land, a Conceptual Open Space Park Management Plan which broadly describes the proposed use of the Site as open space shall be attached as Exhibit "B."

ARTICLE 3 ACQUISITION BY TOWN OR TRANSFER OF TITLE

- 3.1 TOWN shall purchase or has purchased the Site without COUNTY participation in the acquisition. COUNTY shall reimburse the TOWN up to the grant amount of \$1,125,000 approved by the Land Preservation and Acquisition Advisory Board (LPAAB) and the Broward County Commission upon receipt of the following:

3.1.1 A copy of the recorded deed for the Site; **AND**

3.1.2 FOR OPEN SPACE SITES - An executed Declaration of Restrictive Covenants acceptable to the COUNTY, which shall include such covenants and restrictions sufficient to ensure that the use of the Site at all times complies with the Bond Restrictions. COUNTY shall record the Declaration of Restrictive Covenants.

FOR CONSERVATION LAND OR GREEN SPACE SITES – An executed Conservation Easement acceptable to the COUNTY, which shall include such covenants and restrictions sufficient to ensure that the use of the Site at all times complies with the Bond Restrictions. COUNTY shall record the Conservation Easement.

AND

3.1.3 A performance bond, letter of credit or a resolution of the TOWN acceptable to the COUNTY indicating that the obligations set forth in the Conceptual Resource or Open Space Park Management Plan will be included within the TOWN's 5 Year Capital Improvements Program as set forth within the timeline contained in the Conceptual Resource or Open Space Park Management Plan. The performance bond, letter of credit or resolution shall guarantee the TOWN's performance of the obligations set forth in the Conceptual Resource or Open Space Park Management Plan which will include, at a minimum, securing the site, removing trash and debris, removing invasive exotic species, replanting native vegetation, providing for public access and establishing a timeline for the completion of these activities.

3.2 In addition to the above requirements, each parcel to which TOWN acquires title to the Site shall be subject to such covenants and restrictions as are, at a minimum sufficient to ensure that the use of the Site at all times complies with the applicable trust indenture(s) under which the Bonds are issued and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax-exempt bonds.

3.3 Any payments will be made payable to TOWN and forwarded to TOWN at:

TOWN OF SOUTHWEST RANCHES
6589 SW 160 Avenue
Southwest Ranches, Florida 33331

ARTICLE 4
GENERAL CONDITIONS

4.1 The amount of the performance bond, letter of credit or capital improvement funding shall be determined based upon the site modification requirements set forth within the Conceptual and Final Resource or Open Space Park Management Plan or Conservation Land Ecological Restoration Plan. In the event that TOWN fails to perform the obligations set forth within the Conceptual and Final Resource or Open Space Park Management Plan, COUNTY shall be entitled to proceed under Article 8, Default and Remedy provisions of this Agreement. TOWN shall ensure that the performance bond or letter of credit remains valid and in full force and effect until TOWN's obligation pursuant to the Conceptual and Final Resource or Open Space Park Management Plan or Conservation Land Ecological Restoration Plan is performed. Termination or expiration of the bond or letter of credit prior to TOWN's performance of such obligation, or notice to COUNTY that the bond or letter of credit will expire or has been canceled or disaffirmed prior to TOWN's satisfaction of its obligations hereunder, shall constitute a default of this Agreement. If a resolution is provided by the TOWN, the removal of the obligations set forth in the Conceptual and Final Resource or Open Space Park Management Plan or Conservation Land Ecological Restoration Plan from the TOWN's 5 Year Capital Improvements Program before the obligations have been completed shall constitute a default of this Agreement. In the event of such a default COUNTY shall be entitled to proceed under the Article 8, Default and Remedies provisions of this Agreement.

4.2 Conservation Land and Green Space Sites:

4.2.1 TOWN shall prepare a Final Resource Management Plan and submit it to the LPAAB for approval within one (1) year from the date of the title transfer. Upon approval by the LPAAB, the Plan shall be filed with the COUNTY. The Resource Management Plan shall describe management goals and measurable objectives to preserve and enhance the environmental features of the Site and mitigate any potential environmental damage. The Resource Management Plan shall include an implementation schedule detailing TOWN's timetable for the enhancement, improvement and preservation activities. The Resource Management Plan shall be consistent with COUNTY standards for Conservation Land/Green Space Sites. Under no circumstances shall organized sports be a permissible activity on the Site. Any proposed use for the Site shall be consistent with the terms and conditions contained in

the COUNTY's Land Preservation Bond Program, as set forth in Broward County Resolution No. 2000-1230.

- 4.2.2 A Conservation Land Ecological Restoration Plan will be prepared by the TOWN and submitted for approval to the LPAAB for the ecological restoration of designated Conservation Lands, if present, before any ecological restoration operation or site development is initiated. The Conservation Land Ecological Restoration Plan shall contain an ecological restoration cost projection. After the completion of the ecological restoration operations in accordance with the Conservation Land Ecological Restoration Plan, COUNTY shall reimburse TOWN for the costs sustained by TOWN to a maximum amount not to exceed \$ N/A within ninety (90) days from the reimbursement request. COUNTY shall not make any payments to TOWN in advance of the completion of the ecological restoration.
- 4.3 Open Space Sites: TOWN shall prepare a Final Open Space Park Management Plan and submit it to the LPAAB for approval within one (1) year from the date of reimbursement by COUNTY or within one (1) year of the closing if the COUNTY contributed the grant amount at the time of acquisition. Upon approval by the LPAAB, the Plan shall be filed with the COUNTY. The Final Open Space Park Management Plan shall at a minimum set forth how the Site will be used by the TOWN, how much land is necessary to be paved for infrastructure and active recreation, a requirement that native trees be used in landscaping, clearing of exotic invasive species and the accessibility of the site to the general public. The Final Open Space Park Management Plan shall describe management goals and measurable objectives. The Final Open Space Park Management Plan shall include an implementation schedule detailing TOWN's timetable for the enhancement and improvement activities. The Final Open Space Park Management Plan shall be consistent with COUNTY standards for Open Space Sites. Any proposed use for the Site shall be consistent with the terms and conditions contained in the COUNTY's Land Preservation Bond Program, as set forth in Broward County Resolution No. 2000-1230.
- 4.4 Any amendment to the Final Resource Management Plan or Conservation Land Ecological Restoration Plan or Final Open Space Park Management Plan shall not be effective until such time as it is mutually agreed upon by the TOWN and the Land Preservation and Acquisition Advisory Board and filed with the COUNTY.
- 4.5 Conservation Land and Green Space Sites: TOWN shall manage or cause the Site to be managed in accordance with the approved Final Resource Management Plan and Conservation Land Ecological Restoration Plan for the conservation, protection and enhancement of natural resources and for passive,

natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Site, along with other related uses necessary for the accomplishment of this purpose. TOWN covenants that TOWN will not commit waste to or on the Site, and TOWN shall use due care and diligence to prevent others from doing same. TOWN covenants to keep and maintain the Site in good order and condition and, furthermore, covenants that TOWN shall not commit a nuisance on the Site or knowingly permit others to do so; nor shall TOWN itself use the Site for any unlawful purpose, or allow any other person to do so.

- 4.6 Open Space Sites: TOWN shall manage or cause the Site to be managed in accordance with Resolution 2000-1230 adopted by the Board of County Commissioners and the approved Final Open Space Park Management Plan. TOWN covenants that TOWN will not commit waste to or on the Site, and TOWN shall use due care and diligence to prevent others from doing same. TOWN covenants to keep and maintain the Site in good order and condition and, furthermore, covenants that TOWN shall not commit a nuisance as set forth in Chapter 823, F.S., on the Site or knowingly permit others to do so; nor shall TOWN itself use the Site for any unlawful purpose, or allow any other person to do so.
- 4.7 TOWN shall not make enhancements at the Site in conflict with the Final Resource or Open Space Park Management Plan as described above. TOWN shall notify COUNTY's Contract Administrator of intended enhancements at the Site, reasonably before implementation of same. TOWN shall have all access required for its enhancement responsibilities. COUNTY acknowledges that COUNTY's Contract Administrator may need to assist in resolving any conflicts which may exist between COUNTY departments in order for TOWN to properly proceed with enhancements.
- 4.8 COUNTY agrees that it will join, cooperate and shall execute such reasonable documents as may be required by law in connection with grants of easements or restrictive covenants. The approval of any development or environmental permits by the COUNTY shall be in accordance with applicable laws and ordinances.
- 4.9 COUNTY staff or its duly authorized representatives shall have the right at any time to inspect the Site and the operations of TOWN at the Site.
- 4.10 If TOWN obtains a grant from an agency of the State of Florida for any portion of the moneys required for the acquisition of the Site or reimbursement of moneys used to acquire the Site, TOWN will use its best efforts to ensure that any reverter language required by the State includes a commitment by the State (in the event fee simple title to the Site reverts to the State) that the use of the Site

will at all times comply with the applicable trust indenture(s) under which the Bonds are issued and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax-exempt bonds.

- 4.11 Any transfer of title of the Site, excluding transfer of title to the State as set forth above, shall be subject to the approval of COUNTY and COUNTY shall enter into a new agreement with the transferee, containing such covenants or clauses, or other restrictions as are sufficient to protect the interests of the Bond holders.
- 4.12 If the Land Preservation and Acquisition Advisory Board is no longer in existence, the Final Resource Management Plan and/or the Conservation Land Ecological Restoration Plan or Final Open Space Park Management Plan and any amendments to the Plan shall be submitted to the Board of County Commissioners for approval.
- 4.13 TOWN agrees to initiate the appropriate land use plan map amendment amending the land use designation of the Site to either Recreation and Open Space or Conservation.
- 4.14 TOWN shall ensure that all activities on the Site comply with applicable local, state, regional and federal laws and regulations, including zoning ordinances and the TOWN and COUNTY comprehensive plans.

ARTICLE 5
OBLIGATIONS INCURRED BY TOWN
AS A RESULT OF BOND PROCEEDS BEING UTILIZED
TO PURCHASE SITE

- 5.1 If the Site is to remain subject after its acquisition to any of the below listed activities or interests, TOWN shall provide at least sixty (60) days written notice of any such activity or interest to COUNTY prior to the activity taking place, and shall provide to COUNTY such information with respect thereto as COUNTY reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:
 - 5.1.1 Any lease of any interest in the Site to a non-governmental person or organization.
 - 5.1.2 The operation of any concession on the Site to a non-governmental person or organization.
 - 5.1.3 Any sales contract or option to buy things attached to the Site to be severed from the Site with a non-governmental person or organization.

5.1.4 Any use of the Site by non-governmental persons other than in such person's capacity as a member of the general public.

5.1.5 A management contract of the Site with a non-governmental person or organization.

5.1.6 Such other activity or interest as may be specified from time to time in writing by COUNTY to TOWN.

5.2 TOWN agrees and acknowledges that the following transactions, events, and circumstances may not be permitted on the Site as they may have negative legal and tax consequences under Florida Law and federal income tax law. TOWN shall provide at least sixty (60) days written notice of any such activity or interest to COUNTY prior to the activity taking place, and shall provide to COUNTY such information with respect thereto as COUNTY reasonably requests in order to evaluate the legal and tax consequences of such activity or interest.

5.2.1 A sale of the Site or lease of the Site to a non-governmental person or organization.

5.2.2 The operation of a concession on the Site by a non-governmental person or organization.

5.2.3 A sale of things attached to the Site to be severed from the Site to a non-governmental person or organization.

5.2.4 Any change in the character or use of the Site from that use expected at the date of the issuance of any series of Bonds from the disbursement is to be made.

5.2.5 Any use of the Site by non-governmental persons other than in such person's capacity as a member of the general public.

5.2.6 A management contract of the Site with a non-governmental person or organization.

5.2.7 Such other activity or interest as may be specified from time to time in writing by COUNTY to TOWN.

5.3 Delegations and contractual arrangements between TOWN and other governmental bodies, not-for-profit entities, or non-governmental persons for use or management of the Site will in no way relieve TOWN of the responsibility to ensure that the conditions imposed herein on the Site as a result of utilizing Bond proceeds to acquire the Site are fully complied with by the contracting party.

ARTICLE 6
IMPROVEMENT, OPERATION
AND MANAGEMENT RESPONSIBILITIES

- 6.1 COUNTY and TOWN agree that TOWN shall be solely responsible for the improvement, operation and management of the Site in accordance with the terms of this Interlocal Agreement and the Final Resource or Open Space Park Management Plan.
- 6.2 TOWN agrees that the Site and all its facilities and amenities will be available to all residents of Broward County for activities set forth within this Agreement and that any entrance, user or other fees or conditions assessed by TOWN will be identical for all residents of Broward County.
- 6.3 COUNTY agrees to provide TOWN with technical assistance in the implementation of the Final Resource or Open Space Park Management Plan for the utilization of the Site, if requested by TOWN at no cost to TOWN.
- 6.4 TOWN agrees to provide access to COUNTY personnel to provide, if COUNTY so desires, the public with nature interpretation programs.
- 6.5 TOWN shall be solely responsible to obtain and shall promptly pay all charges for telephone, gas, water, electricity, sewage, garbage removal and any other utility used or consumed at the Site.
- 6.6 COUNTY shall monitor the Site for compliance with the provisions of the Final Resource or Open Space Park Management Plan for a period of five (5) years from the date of the mutual acceptance and approval of the Final Resource or Open Space Park Management Plan.
- 6.7 TOWN shall submit an annual report to the COUNTY indicating all operations, enhancements, and site development which occurred during the previous year for a period of five (5) years.
- 6.8 TOWN shall, through its agents and employees, prevent the unauthorized use of the Site or any use thereof not in conformity with the Conceptual and Final Resource or Open Space Park Management Plan.
- 6.9 If the TOWN is the recipient of a grant jointly with Broward County for this project, the TOWN, as manager of the site, shall be responsible for compliance with all requirements of the grant agreement including, but not limited to, management plan implementation, appropriate site management, site monitoring and preparation of all reports required by the granting agency in compliance with the

agency's time frames as established in the management plan. The TOWN shall submit a copy of the annual Agency report to the COUNTY. If this report adequately provides the requested information of Section 6.7 above, then the annual report submitted to the Agency may replace the annual report required by the County.

ARTICLE 7
CONSTRUCTION OF ENHANCEMENTS

- 7.1 TOWN agrees to include the following language in any contract it enters into with selected contractor(s) [said contractor(s) referred to as "CONTRACTOR"] engaged to complete any improvements contemplated by this Interlocal Agreement:

GENERAL INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless COUNTY and TOWN, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require CONTRACTOR to indemnify COUNTY or TOWN, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against COUNTY or TOWN by reason of any such claim or demand, CONTRACTOR shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at COUNTY's and TOWN's option, any and all claims of liability and all suits and actions of every name and description covered by the above provisions which may be brought against COUNTY or TOWN whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

Nothing contained herein is intended nor shall it be construed to waive TOWN's and COUNTY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7.2 TOWN agrees to include in its agreement with any successful contractor(s) the requirement that the contractor(s) maintain at least the following insurance requirements throughout the term of the Agreement and further agrees to provide to COUNTY, prior to commencement of any improvements at the Site, Certificates of Insurance evidencing the CONTRACTOR's compliance with the requirements of this section:

INSURANCE REQUIREMENTS:

- A. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for and maintain in force until all of its work to be performed under this Interlocal Agreement has been completed and accepted by TOWN (for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein:
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. In addition, the policy(ies) must include:
 - a. Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.
 - b. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
 2. Comprehensive General or Commercial Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) 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 or Commercial Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - a. Premises and/or Operations.
 - b. Independent Contractors.
 - c. Products and/or Completed Operations.
 - d. Explosion, Collapse and Underground Coverages.

- e. Broad Form Property Damage.
 - f. Broad Form Contractual Coverage applicable to this specific Interlocal Agreement, including any hold harmless and/or indemnification agreement.
 - g. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - h. COUNTY is to be expressly included as an "Additional Insured" in the name of the "Board of County Commissioners of Broward County, Florida" with respect to liability arising out of operations performed for TOWN by or on behalf of CONTRACTOR or acts or omissions of COUNTY or TOWN.
3. Business Automobile Liability with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) 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 Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- a. Owned Vehicles.
 - b. Hired and Non-Owned Vehicles.
- B. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished thirty (30) days prior to the date of their expiration.
- C. Notice of Cancellation and/or Restriction - The Certification of Insurance will reflect thirty (30) days prior notice of cancellation and/or restriction to the COUNTY and TOWN.
- D. The CONTRACTOR shall furnish to the TOWN's Risk Management Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Interlocal

Agreement and state that such insurance is as required by this Interlocal Agreement.

- E. CONTRACTOR shall not commence work under the Interlocal Agreement until after it has obtained all the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by TOWN. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover the subcontractor has been obtained and approved.
- 7.3 TOWN agrees that prior to commencement of any construction at the Site, TOWN through its contractor(s), shall deliver or cause to be delivered to COUNTY one or more Payment and Performance Bond(s) ("Bond") for the Project naming COUNTY and TOWN as dual obligees in said Bond; which Bond shall be in an amount at least equal to one hundred percent (100%) of the contract price.
- 7.4 TOWN shall ensure that all warranties and guarantees for any construction, workmanship and/or materials and equipment constructed, installed and/or affixed on the Site, shall run to both TOWN and COUNTY.

ARTICLE 8
DEFAULT AND REMEDIES

- 8.1 COUNTY shall have the right at any time to inspect the Site described herein in order to determine compliance with this Interlocal Agreement. In the event that TOWN is engaging in or allowing others to engage in Disallowable Activities on the Site, TOWN agrees to immediately cease or cause the cessation of the Disallowable Activity upon receipt of written notice from the COUNTY. In the event that either party fails to keep and perform any essential term or condition of this Interlocal Agreement, the other party shall provide written notice requiring the satisfactory and immediate correction of that failure within ninety (90) days. If the failure is not remedied within said ninety (90) days to the satisfaction of the other party, this occurrence shall be deemed to be an event of default.
- 8.2 Both parties acknowledge and agree that, in the event that the TOWN fails to materially comply with the covenants and restrictions as are sufficient to ensure that the use of the Site at all times complies with the Bond Restrictions set forth within the Declaration of Restrictive Covenants and/or Conservation Easement, such failure shall be deemed a default and if TOWN fails to remedy the default within the time frame set forth above, TOWN shall transfer fee simple title of the Site to the COUNTY within sixty (60) days of the date of the COUNTY requests transfer of the Site. If TOWN obtained a grant from an agency of the State of Florida for any portion of the moneys required for the acquisition of the Site or

reimbursement of moneys used to acquire the Site and the State of Florida has also declared TOWN to be in default, the provisions of the agreement entered into between TOWN and the State of Florida shall prevail. If the CITY fails to remedy the default within the time frame set forth within the agreement with the State of Florida and the State of Florida requires the transfer of fee simple title to the State of Florida, CITY shall refund COUNTY's monetary contribution plus six percent (6%) interest per annum to the COUNTY within sixty days of the date the Site is transferred to the State of Florida.

- 8.3 If TOWN provided a bond or letter of credit, both parties acknowledge and agree that, in the event that the TOWN fails to materially comply with the obligations set forth within the Conceptual or Final Resource or Open Space Park Management Plan or the Conservation Land Ecological Restoration Plan, such failure shall be deemed a default and if TOWN fails to remedy the default within the time frame set forth above, COUNTY shall draw on the bond or the letter of credit. If the COUNTY draws against the bond or letter of credit, TOWN agrees that COUNTY shall have the authority to perform such obligations utilizing the funds obtained from the bond or letter of credit.
- 8.4 If TOWN provided a resolution indicating that the obligations set forth in the Conceptual Resource or Open Space Park Management Plan will be included within the TOWN's 5 Year Capital Improvements Program, both parties acknowledge and agree that, in the event that the TOWN fails to materially comply with the obligations set forth within the Conceptual or Final Resource or Open Space Park Management Plan or the Conservation Land Ecological Restoration Plan, such failure shall be deemed a default and if TOWN fails to remedy the default within the time frame set forth above, TOWN shall transfer fee simple title of the Site to the COUNTY within sixty (60) days of the date of the COUNTY requests transfer of the Site.
- 8.5 In the event of any default or breach of any of the terms of this Interlocal Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Interlocal Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Interlocal Agreement.

ARTICLE 9 INDEMNIFICATION

TOWN is a state agency as defined in Chapter 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their elected officials, agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity

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by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 10
MISCELLANEOUS

- 10.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 10.2 Entire Agreement and Modification: This Interlocal Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understanding applicable to the matter contained herein. It is further agreed that no change, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 10.3 Records: In accordance with the Public Records Law, TOWN agrees to permit COUNTY to examine all records and grants COUNTY the right to audit any books, documents and papers that were generated during the course of administration of the Site. TOWN shall maintain the records, books, documents and papers associated with this Interlocal Agreement for at least three (3) years following execution of this Interlocal Agreement.
- 10.4 Contract Administrator: The Contract Administrators for this Interlocal Agreement are the Biological Resources Division Director or designee for COUNTY, and TOWN Manager or designee for TOWN. In the administration of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 10.5 Recordation/Filing: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.
- 10.6 Notices: Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for 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 COUNTY:

Director
Broward County Biological Resources Division
218 SW 1st Avenue
Fort Lauderdale, Florida 33301

FOR TOWN:

Town Administrator
Town of Southwest Ranches
6589 SW 160 Avenue
Southwest Ranches, Florida 33331

- 10.7 Choice of Law; Waiver of Jury Trial: Any controversies or legal problems arising out of this transaction 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 of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
- 10.8 Conflict: In the event that this Interlocal Agreement conflicts with any other agreement or document pertaining to permissible uses of the Site, TOWN and COUNTY agree that the terms and conditions contained in this Interlocal Agreement shall prevail.
- 10.9 Counterpart Originals: The parties agree that this Agreement may be executed in counterparts, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the parties.

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

By _____
Mayor

____ day of _____, 20____.

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____

Deputy County Attorney