

**RESOLUTION NO. 2006 - 057**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BROWARD COUNTY FOR TRAFFICWAY ILLUMINATION AND BEAUTIFICATION FOR GRIFFIN ROAD FROM SOUTHWEST 160<sup>TH</sup> AVENUE TO SOUTHWEST 188<sup>TH</sup> AVENUE, WHICH ESTABLISHES THE SCOPE AND FINANCIAL RESPONSIBILITIES OF BOTH PARTIES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Griffin Road from Southwest 160<sup>th</sup> Avenue to Southwest 188<sup>th</sup> Avenue is a public trafficway (herein referred to as the "Trafficway") a portion of which is located within the municipal boundaries of the Town of Southwest Ranches and classified as a Broward County road; and

**WHEREAS**, it is of mutual benefit to the residents the Town of Southwest Ranches and Broward County to beautify a portion of the Trafficway by the installation of landscaping and irrigation as defined in the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Broward County; and

**WHEREAS**, the Town of Southwest Ranches has expressed a desire to undertake the maintenance of the beautification system of a portion of the Trafficway on Griffin Road from Southwest 160<sup>th</sup> Avenue to Southwest 188<sup>th</sup> Avenue; and

**WHEREAS**, the Agreement serves to memorialize the understandings of both parties;

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

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

**Section 2.** The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Broward

County, for Trafficway beautification for Griffin Road from Southwest 160<sup>th</sup> Avenue to Southwest 188<sup>th</sup> Avenue.

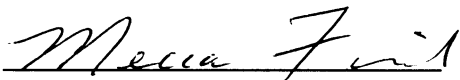
**Section 3.** The Town Council agrees to pay all electrical energy and other utility charges relating to all electrical energy and other utility maintenance charges relating to the landscaping and irrigation systems used in the Beautification Project which is subject to the Agreement, and the Town of Southwest Ranches shall be responsible for all costs associated with revisions to the beautification plans that are requested by the Town of Southwest Ranches.

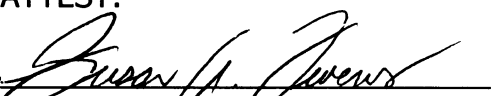
**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

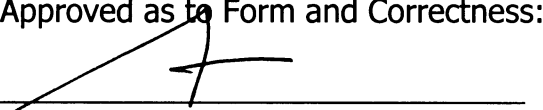
**Section 5.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED ON** this 6<sup>th</sup> day of April 2006, on a motion made by Council Member Aster Knight and seconded by Council Member Forest Blanton.

Fink	<u>Y</u>	Ayes	<u>4</u>
Maines	<u>N</u>	Nays	<u>1</u>
Blanton	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		

  
Mecca Fink, Mayor

ATTEST:  
  
Susan A. Owens, Town Clerk

Approved as to Form and Correctness:  
  
Gary A. Poliakoff, J.D., Town Attorney  
FTL\_DB: S20572/69682:973772\_1\_KPOLIAKO

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES  
for

TRAFFICWAY BEAUTIFICATION FOR GRIFFIN ROAD  
FROM SOUTHWEST 160<sup>TH</sup> AVENUE TO SOUTHWEST 188<sup>TH</sup> AVENUE

This is an Agreement made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

TOWN OF SOUTHWEST RANCHES, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "MUNICIPALITY."

WHEREAS, Griffin Road from Southwest 160<sup>th</sup> Avenue to Southwest 188<sup>th</sup> Avenue is a public trafficway (hereinafter referred to as the "Trafficway") a portion of which is located within the municipal boundaries of MUNICIPALITY and classified as a COUNTY road; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and MUNICIPALITY to beautify a portion of the trafficway by installation of landscaping and irrigation as defined in Article 2; and

WHEREAS, MUNICIPALITY has expressed its desire to undertake the maintenance of the beautification system of a portion of the Trafficway on Griffin Road, following installation; and

WHEREAS, MUNICIPALITY, by resolution of its governing body adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has approved beautification of the Trafficway with COUNTY, pursuant to the terms of this Agreement, and has authorized the appropriate officers of MUNICIPALITY to execute this Agreement; and

WHEREAS, COUNTY, by action of its Board of County Commissioners on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has approved the beautification of a portion of the Trafficway with MUNICIPALITY and has authorized the appropriate COUNTY officers to execute this Agreement; NOW, THEREFORE,

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

#### ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

1.1 Agreement shall mean this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

1.2 Board shall mean the Broward County Board of County Commissioners.

1.3 Contract Administrator shall mean the Broward County Administrator, the Director of Public Works, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with MUNICIPALITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. 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; provided, however, that such instructions and determinations do not change the Scope of Services.

1.4 County shall mean Broward County, through its Board, a political subdivision of the state of Florida.

1.5 County Attorney shall mean the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 4.03 of the Broward County Charter.

1.6 Landscape or Landscaping shall mean living plant materials such as grasses, ground cover, shrubs, vines, trees or palms and nonliving durable materials commonly used in environmental design such as, but not limited to, rocks, pebbles, sand, aesthetic grading or mounding, decorative paving, and irrigation systems.

1.7 MUNICIPALITY shall mean the Town of Southwest Ranches, Florida.

#### ARTICLE 2 - SCOPE OF SERVICES

2.1 COUNTY and MUNICIPALITY shall participate in the beautification of the Trafficway Project in the manner set forth in this Agreement.

2.2 COUNTY shall:

2.2.1 Prepare, or cause to be prepared plans for the beautification of the Trafficway Project. Such plans shall be reviewed and approved by the Contract Administrator and a representative of MUNICIPALITY; provided, however, that MUNICIPALITY may not unreasonably withhold its approval.

2.2.2 In accordance with the approved beautification plans, landscape the Trafficway Project by installing or causing to be installed, along the Trafficway Project, landscaping and irrigation systems compatible with the landscaping.

2.3. MUNICIPALITY shall maintain all landscaping and irrigation within the Trafficway following acceptance by MUNICIPALITY of beautification provided by COUNTY's contractor as follows:

2.3.1 In the event that utilities are to be utilized in the beautification of the Project, MUNICIPALITY shall take all necessary steps to properly establish the utility account(s) with the MUNICIPALITY's electrical energy and/or water supplier for the Project beautification systems and shall agree to pay all electrical energy and water charges prior to the initial energizing of the systems and shall continue to pay all such charges relating to the beautification of the Project as such charges arise.

2.3.2 MUNICIPALITY shall properly maintain and fertilize all vegetation; keep all vegetation as free from disease and harmful insects as practicable; properly mulch the vegetation beds, keeping them free from weeds; periodically mow the grass in order to maintain a neat and proper appearance; prune all plants so as to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the use of the Trafficway; remove and replace all vegetation which is dead or diseased or which otherwise falls below the initial level of beautification of the Project and keep litter removed from the Trafficway Project. Any original installation of vegetation as required herein, shall be accomplished by the use of plants of the same grade as specified in the original approved plans and specifications and shall be of the same size as those other living plants existing at the time of original installation.

2.3.3 MUNICIPALITY shall maintain the entire irrigation system and its parts in working order according to the original approved plans. As part of such maintenance responsibility, MUNICIPALITY shall keep in good repair, and replace, defective or worn out irrigation system parts and equipment which system parts and equipment shall include, but not be limited to, pumps, pipes, and sprinkler heads. MUNICIPALITY's responsibility to keep the system in good repair shall include all necessary maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair and replacement due to normal wear and tear, acts of God, vandalism and accidents.

2.4 COUNTY and MUNICIPALITY agree and understand that the Trafficway shall

remain classified as a county road, and that the beautification system shall not be moved or relocated without the express written consent of the Contract Administrator, and that this Agreement shall not affect County's responsibility for installation and maintenance of traffic control signals and devices along the Trafficway.

#### ARTICLE 3 - COSTS

MUNICIPALITY shall pay all electrical energy and other utility charges relating to all electrical energy and other utility and maintenance charges relating to the landscaping and irrigation systems used in the Beautification of the Project which is the subject of this Agreement and MUNICIPALITY shall be responsible for all costs associated with revisions to the beautification plans that are requested by MUNICIPALITY.

#### ARTICLE 4 - TERM AND TERMINATION

4.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall terminate as provided for by Sections 4.2 through 4.6 herein below.

4.2 This Agreement may be terminated for cause by COUNTY, through action of the Board, upon thirty (30) days' written notice given by COUNTY to MUNICIPALITY setting forth the breach. If MUNICIPALITY, corrects the breach within thirty (30) days after written notice of same, to the satisfaction of COUNTY, the Agreement shall remain in full force and effect. If such breach is not corrected and improved within thirty (30) days of receipt of notice of breach, COUNTY may terminate the Agreement. Specifically in the case of MUNICIPALITY's requirement to maintain the beautification systems, COUNTY, at the option of the Contract Administrator, may cause such breach to be corrected and improved and bill MUNICIPALITY for the costs of such correction and improvement or terminate this Agreement. If COUNTY opts to correct and improve the breach and bill MUNICIPALITY for same, MUNICIPALITY shall then remit to COUNTY the amount so billed within thirty (30) days of MUNICIPALITY's receipt thereof.

4.3 Termination of this Agreement for cause shall include, but not be limited to: failure of MUNICIPALITY to suitably perform the services required by Article 2 herein, and failure of the MUNICIPALITY to maintain the Trafficway's beautification systems pursuant to the terms of this Agreement and failure of MUNICIPALITY to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.

4.4 This Agreement may be terminated for convenience by COUNTY upon thirty (30) days' written notice given by COUNTY. This Agreement may also be terminated by COUNTY's Contract Administrator upon such notice as Contract Administrator deems appropriate in the event that the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

4.5 In the event this Agreement is terminated for convenience, upon being notified of election to terminate, the parties shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. MUNICIPALITY acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by MUNICIPALITY, is given as specific consideration to MUNICIPALITY for COUNTY's right to terminate this Agreement for convenience.

4.6 Notice of termination shall be provided in accordance with Article 6, "NOTICES," herein 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 Article 6, "NOTICES," herein.

#### ARTICLE 5 - CHANGES IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 9.11 below.

#### ARTICLE 6 - 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:  
Director, Engineering Division  
One North University Drive, Suite 300B  
Plantation, Florida 33324-2038

#### FOR MUNICIPALITY

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

#### ARTICLE 7 - INDEMNIFICATION

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

7.2 In the event that MUNICIPALITY contracts with a third party to provide the services set forth herein, addressed hereinabove, any contract with such third party shall include the following provisions:

7.2.1 Indemnification: MUNICIPALITY's Contractor shall indemnify and hold harmless COUNTY, 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 MUNICIPALITY's Contractor and persons employed or utilized by MUNICIPALITY's Contractor in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require MUNICIPALITY's Contractor to indemnify COUNTY, 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 by reason of any such claim or demand, MUNICIPALITY's Contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

7.2.2 The indemnification provided above shall obligate MUNICIPALITY's Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 7.2.1 above which may be brought against COUNTY whether performed by MUNICIPALITY's Contractor, or persons employed or utilized by MUNICIPALITY's Contractor.

#### ARTICLE 8 - INSURANCE

8.1 The parties hereto acknowledge that MUNICIPALITY is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The MUNICIPALITY shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

8.2 In the event that MUNICIPALITY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

8.2.1 Insurance: MUNICIPALITY's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "A," a copy of which is attached hereto and incorporated herein by reference as if



set forth in full, and shall name COUNTY and Broward County Board of County Commissioners as an additional insured.

8.2.2 MUNICIPALITY's contractor shall furnish to the Contract Administrator Certificates of Insurance or Endorsements evidencing the insurance coverages specified by this Article prior to beginning the performance of work under this Agreement.

8.2.3 Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of MUNICIPALITY's contractor is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

8.2.4 The policies referred to above shall be without any deductible amount and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

#### ARTICLE 9 - MISCELLANEOUS

9.1 AUDIT RIGHT AND RETENTION OF RECORDS. COUNTY shall have the right to audit the books, records, and accounts of MUNICIPALITY that are related to this Project. MUNICIPALITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. MUNICIPALITY 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 and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to MUNICIPALITY's records, MUNICIPALITY shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by MUNICIPALITY. 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.

9.2 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT. MUNICIPALITY 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. MUNICIPALITY

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, MUNICIPALITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

9.2.1 MUNICIPALITY'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.

9.2.2 MUNICIPALITY 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.

9.3 THIRD PARTY BENEFICIARIES. Neither MUNICIPALITY nor COUNTY intend 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. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.4 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. MUNICIPALITY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction. MUNICIPALITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of MUNICIPALITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.5 MATERIALITY AND WAIVER OF BREACH. COUNTY and MUNICIPALITY 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.

9.6 COMPLIANCE WITH LAWS. MUNICIPALITY 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.

9.7 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 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.

9.8 JOINT PREPARATION. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent 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.

9.9 PRIORITY OF PROVISIONS. If there is 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 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.10 APPLICABLE LAW AND VENUE. 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 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.

9.11 AMENDMENTS. 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 MUNICIPALITY.

9.12 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. It is further agreed that no modification,

amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.11 above.

9.13 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached exhibits are incorporated into and made a part of this Agreement.

9.14 MULTIPLE ORIGINALS. This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

THIS SPACE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have made and executed this 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 and TOWN OF SOUTHWEST RANCHES, 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 \_\_\_\_\_, 2004.

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 \_\_\_\_\_  
Pamela M. Kane  
Assistant County Attorney

\_\_\_\_ day of \_\_\_\_\_, 2004

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR TRAFFICWAY BEAUTIFICATION FOR IMPROVEMENTS TO GRIFFIN ROAD FROM SOUTHWEST 160<sup>TH</sup> AVENUE TO 188<sup>TH</sup> AVENUE

MUNICIPALITY

WITNESSES:

TOWN OF SOUTHWEST RANCHES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Municipal Manager  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By \_\_\_\_\_  
Municipal Attorney

Pmk  
Agreements04/SouthwestRanchesGriffin  
8/24/2004

Attachment		Certificate of Insurance		Bid # <span style="border: 1px solid black; padding: 2px 20px;"></span>		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW						
NAME AND ADDRESS OF AGENCY			<b>COMPANIES AFFORDING COVERAGES</b> COMPANY LETTER <b>A</b> COMPANY LETTER <b>B</b> COMPANY LETTER <b>C</b> COMPANY LETTER <b>D</b> COMPANY LETTER <b>E</b>			
NAME AND ADDRESS OF INSURED						
This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.						
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	<b>GENERAL LIABILITY</b>					
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY		
	<input checked="" type="checkbox"/> PREMISES-OPERATIONS					
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD			PROPERTY DAMAGE		
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	<b>500</b>	<b>500</b>
	<input type="checkbox"/> CONTRACTUAL INSURANCE					
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE			PERSONAL INJURY		
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> PERSONAL INJURY					
	<input type="checkbox"/> GARAGE					
	<b>AUTOMOBILE LIABILITY</b>					
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH PERSON)		
	<input checked="" type="checkbox"/> OWNED			BODILY INJURY (EACH ACCIDENT)		
	<input type="checkbox"/> HIRED			PROPERTY DAMAGE		
	<input type="checkbox"/> NON-OWNED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	<b>300</b>	
	<b>EXCESS LIABILITY</b>					
	<input type="checkbox"/> UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM			STATUTORY	<b>100</b>	EACH ACCIDENT
	<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>					
	<b>OTHER</b>					
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES</b> - CERTIFICATE MUST SHOW (ON GENERAL LIABILITY ONLY) ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA - CERTIFICATE MUST BE SIGNED AND ALL APPLICABLE DEDUCTIBLES SHOWN						
Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail Thirty (30) days written notice to the below named certificate holder.						
NAME AND ADDRESS OF CERTIFICATE HOLDER Broward County Board of County Commissioners 115 South Andrews Avenue Ft Lauderdale, FL 33301  ATTN: RISK MGMT Room 212  RE: BID # _____ PROJECT # <b>5067</b>				DATE ISSUED _____ <div style="text-align: center;">                       AUTHORIZED REPRESENTATIVE                 </div> BY: <b>MARY MEISTER</b>  DATE: <b>2-27-04</b>		