

RESOLUTION 2006 - 084

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING BROWARD BEAUTIFUL GREENSHADE GRANT G06_01; APPROVING AN AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR FUNDING AND ADMINISTRATION OF BROWARD BEAUTIFUL FUNDING PROGRAM FOR INSTALLATION OF NATIVE SHADE TREES IN THE TOWN'S NEW ENTRANCEWAY PARK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has submitted a grant application to the Broward Beautiful GreenSHADE Grant Program for installation of native shade trees in the Town's new Entranceway Park; and

WHEREAS, on June 29, 2006, the Town was awarded Broward Beautiful GreenSHADE Grant G06_01; and

WHEREAS, Broward County requires the Grant Contract to be approved by the Town Council in order to receive the grant funding.

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 Grant Contract Agreement between the Town of Southwest Ranches and Broward County providing for funding and administration of the Broward Beautiful Funding Program.

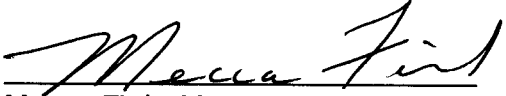
Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Grant Contract Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions and or deletions which they deem necessary and proper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

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

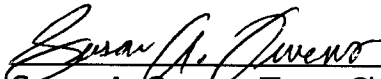
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 20th day of July 2006, on a motion by Council Member Jeff Nelson and seconded by Council Member Forest Blanton.

Fink	<u>Y</u>
Maines	<u>Y</u>
Blanton	<u>Y</u>
Knight	<u>Y</u>
Nelson	<u>Y</u>

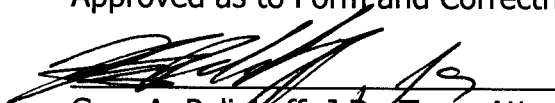
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: 995203_1

A G R E E M E N T

Between

BROWARD COUNTY

and

Town of Southwest Ranches

for

Broward Beautiful GreenSHADE Grant G06_01

IN THE AMOUNT OF \$4,238.72

**PROVIDING FOR FUNDING AND ADMINISTRATION OF
BROWARD BEAUTIFUL FUNDING PROGRAM**

A G R E E M E N T

Between

BROWARD COUNTY

and

Town of Southwest Ranches

for

Broward Beautiful GreenSHADE Grant G06_01

IN THE AMOUNT OF \$4,238.72

**PROVIDING FOR FUNDING AND ADMINISTRATION OF
BROWARD BEAUTIFUL FUNDING PROGRAM**

This is an Agreement 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, its successors and assigns, hereinafter referred to as "GRANTEE."

WITNESSETH, that, for and in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and GRANTEE agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

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.

- 1.1 **ASSURANCES:** means those assurances made by GRANTEE to COUNTY as specifically set forth in this Agreement.
- 1.2 **BOARD** means the Board of County Commissioners of Broward County, Florida.
- 1.3 **BROWARD BEAUTIFUL PROJECT, ACTIVITY AND COMMUNITY GRANT PROGRAM or PROGRAM** means the Programs established by Broward County for the purpose of beautifying the community by addressing community aesthetic, solid waste, and litter control issues.
- 1.4 **BROWARD BEAUTIFUL FUNDS:** means the monies given to GRANTEE pursuant to the terms of this Agreement.
- 1.5 **COMMITTEE:** means the Broward Beautiful Committee, an advisory Board appointed by the Broward County Board of County Commissioners to represent local government, business and civic associations.
- 1.6 **COUNTY:** means Broward County, Florida, a political subdivision of the State of Florida.
- 1.7 **DEPARTMENT:** means the Broward County Environmental Protection Department.
- 1.8 **DISADVANTAGED COMMUNITY** shall mean census tracts provided by the U.S. Census Bureau having fifty one percent (51%) or more low-income residents.
- 1.9 **GRANTEE:** means the recipient of Broward Beautiful Funds pursuant to the terms of this Agreement.
- 1.10 **LOW INCOME RESIDENT** shall mean a Broward County resident earning less than fifty percent (50%) of current Broward County median income for the HUD-defined family size.
- 1.11 **PROJECT:** means the project or projects set forth in Article 2 hereof, and Exhibit "A" entitled Project Description.

ARTICLE 2 - PROJECT

2.1 GRANTEE agrees to provide and implement the following eligible Project: Landscaping at Entranceway to Park Such Project is more specifically described and set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 GRANTEE agrees that no work shall begin on the Project until GRANTEE receives notification from the Committee Chair or from the Department Director or designee. If the Project is begun prior to receipt of such notification, GRANTEE shall not be eligible for reimbursement under this Agreement.

2.3 GRANTEE agrees to implement Project no later than 6 /6 /2007 which is one (1) year from the date GRANTEE received notification of approval of the Project. Under special, limited circumstances such as droughts, hurricanes or other conditions beyond the control of and not attributable to the GRANTEE, the Committee may grant an extension of the one year implementation requirement. It shall be GRANTEE's responsibility to notify COUNTY promptly in writing whenever a delay is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay. Any time extension authorized by the Committee shall extend the dates in this section by an equal amount of time. Failure to complete the Project within one (1) year from notification of approval or any extended time period as set forth herein may result in the forfeiture of Broward Beautiful Funds.

2.4 Signage. Unless waived by the Department Director, prior to commencing the Project, GRANTEE agrees to install a sign, provided by the Committee, on the Project site which includes the Program logo. GRANTEE shall install the sign prior to commencement of the Project and shall ensure that the sign remains on the site during the Project and for sixty (60) days after the Project is completed.

2.5 GRANTEE shall meet or exceed the standards noted in the project description attached and incorporated in this Agreement, and all applicable codes, ordinances, statutes and any other regulations imposed by any regulatory body or authority governing the design and construction.

**ARTICLE 3 - FUNDING AND METHOD OF PAYMENT AND
PROVISIONS RELATING TO THE USE OF THE FUNDS**

3.1 COUNTY agrees to reimburse GRANTEE for implementation of the Project in the maximum amount of \$4,238.72. GRANTEE agrees to expend the funds allocated to the Project no later than the termination date established herein. All funds not expended within the term of this Agreement shall remain in the custody and control of COUNTY.

3.2 GRANTEE shall provide matching funds in a minimum amount equal to one-half the amount set forth in Section 3.1 in the form of: **[Check one]**

- ☒ [X] Applicant cash: cash from GRANTEE's present resources such as savings or cash reserves, or
- ☒ [X] Contributions: public, private or corporate contributions to be used towards the Project, or
- ☒ [X] In-kind: contributions in the form of goods and/or services directly benefiting the Project. In-kind contributions shall include, but are not limited to: plants, trees, mulch, sod, and labor.
- ☐ [] Matching funds are not required because the Project is located within a disadvantaged community. A "disadvantaged community" means an area where census tracts provided by the U.S. Census Bureau indicates that fifty one percent (51%) or more of its residents earn less than fifty percent (50%) of current Broward County median income for the HUD-defined family size.
- ☐ [] Matching funds are not required because the Project was approved as part of the Adopt-a-Project, Great Florida Cleanup, Green-up Broward, Native Habitat Program or as a Special Project.

3.3 COUNTY shall pay GRANTEE as specific consideration for the indemnification in Article 5, the sum of ONE DOLLAR (\$1.00) in cash, the receipt of which is hereby acknowledged by GRANTEE.

3.4 Close-out Report. At the completion of the Project, GRANTEE shall provide the Department with two (2) copies of a report demonstrating compliance with the approved Project plans which includes, but is not limited to:

- 3.4.1 color photographs of the improved area after completion of the Project, which includes plantings and the surrounding areas, including the signage required in Section 2.4 herein;
- 3.4.2 a brief summary of the Project, including the number of people involved in implementing the Project;
- 3.4.3 receipts for items purchased and details of time and number of people involved;
- 3.4.4 Certification from a Florida registered landscape architect, an ISA certified arborist, or a Landscape Inspector Association of Florida (LIAF) certified landscape inspector that the project complied with approved Project plans.

3.5 Upon completion of the Project, GRANTEE shall invoice COUNTY as follows:

3.5.1 GRANTEE shall provide COUNTY with an executed original of any contracts or subcontracts authorizing the work to be done on the Project.

3.5.1.1 Any work or services subcontracted hereunder shall be specifically authorized by written contract, written agreement or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with county, state and federal guidelines and regulations must be submitted to and approved by the Department prior to the execution of any subcontract hereunder. In addition, all subcontracts shall be subject to federal, state, and county law and regulations.

3.5.1.2 None of the work or services, including but not limited to consultant work or services covered by this contract, shall be subcontracted or reimbursed without the prior written consent of the Department.

3.5.2 Invoices shall be certified by the GRANTEE's executive director or an authorized officer. GRANTEE shall not use these funds for any purpose other than the purpose set forth in this Agreement.

3.5.3 Request by GRANTEE for payment shall be accompanied by proper documentation. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by COUNTY later than sixty (60) days after expiration or termination of this Agreement.

3.6 Upon Director's receipt of GRANTEE's invoice for reimbursement, and approval of GRANTEE's close-out report verifying that the Project has been completed in accordance with the project description, the Department shall authorize payment to GRANTEE the amount it determines, pursuant to the audit, to be payable. The Department will have the

right to inspect the project for compliance with approved project plans prior to approval of payment if deemed necessary.

3.7 COUNTY shall pay GRANTEE within thirty (30) calendar days of receipt of GRANTEE'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 GRANTEE to comply with a term, condition or requirement of this Agreement.

ARTICLE 4- FINANCIAL RESPONSIBILITY

4.1 GRANTEE hereby gives COUNTY, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Project.

4.2 GRANTEE hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such monies in full to COUNTY.

4.3 Within one hundred eighty (180) days after the close of the fiscal year of the governmental entity, GRANTEE shall file with COUNTY an annual financial statement prepared by its Chief Financial Officer or internal auditor which accounts for funds received under this Agreement. The schedule of revenues and expenditures shall include (a) all revenues relating to the Project classified by the source of the revenues; and (b) all expenditures relating to the Project classified by the type of expenditures. The annual financial report shall cover the entire operations of the local government or, at the option of that government, may cover only the department or agency that received, expended or otherwise administered the Broward Beautiful Funds. All Broward Beautiful Funds from COUNTY should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

4.4 GRANTEE agrees and understands that all funding authorized through the Broward Beautiful Program shall be used only for eligible activities specifically outlined in this Agreement.

4.5 GRANTEE is required to and hereby agrees to account for program income related to Project financed in whole or part with Broward Beautiful Funds.

ARTICLE 5 - INDEMNIFICATION

5.1 GRANTEE 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

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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.

5.2 GRANTEE shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 6 - TERM OF AGREEMENT

This Agreement shall be deemed to commence on 6/6/2006, and shall end on 6/16/2008.

ARTICLE 7 - TERMINATION

7.1 This Agreement is subject to the availability of funds. Should funds no longer be available, this Agreement shall terminate upon no less than twenty-four (24) hours notice in writing to GRANTEE. Said notice shall be delivered by certified U. S. mail, return "" receipt requested, or in person, with proof of delivery. COUNTY shall be the final authority as to the availability of funds.

7.2 In the event of termination, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, capital equipment and any other assets secured by GRANTEE with Broward Beautiful Funds under this contract shall be returned to COUNTY.

7.3 Notwithstanding the above, GRANTEE shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE, and COUNTY may withhold any payments to GRANTEE, for the purposes of setoff until such time as the exact amount of damages is determined.

7.4 In the best interests of the program and in order to better serve the people in the target areas and fulfill the purposes of the program, either party may terminate this Agreement upon giving thirty (30) days notice in writing of its intent to terminate, stating its reasons for doing so. In the event COUNTY terminates the Agreement, COUNTY shall pay GRANTEE for documented committed eligible costs. The County Administrator is authorized to terminate this Agreement on behalf of the COUNTY pursuant to this Section upon his or her determination that termination is in the best interests of the COUNTY and the program.

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7.5 All requests for an amendment to this Agreement must be submitted in writing to the Department no less than ninety (90) days prior to the termination date of the Agreement.

ARTICLE 8 - NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, 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, to-wit:

FOR COUNTY:

Sean McSweeney
Environmental Protection Department
115 S. Andrews Avenue, Room A-240
Fort Lauderdale, Florida 33301

FOR GRANTEE:

John Canada, Town Administrator
Town of Southwest Ranches
6589 SW 160 Avenue
Southwest Ranches, FL 33331

ARTICLE 9 - MISCELLANEOUS

9.1 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT.** GRANTEE 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. GRANTEE 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, GRANTEE 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. GRANTEE'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. GRANTEE 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.

9.2 DRUG FREE WORKPLACE. GRANTEE agrees to administer, in good faith, a policy designed to assure a workplace free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries.

9.3 INDEPENDENT CONTRACTOR. GRANTEE is an independent contractor under this Agreement. Services provided by GRANTEE shall be performed by employees of GRANTEE and subject to supervision by GRANTEE, and shall not be deemed officers, employees, or agents of COUNTY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of GRANTEE, which policies of GRANTEE shall not conflict with COUNTY, or State of Florida policies, rules or regulations relating to the use of the funds provided for under this Agreement.

9.4 PRIOR AGREEMENTS SUPERSEDED. 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

9.5 AMENDMENTS. COUNTY may, in its discretion, amend this Agreement to conform with changes in federal, state, local, and/or COUNTY directives and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners, except as set forth herein. Except for the provisions as set forth herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.6 ASSIGNMENT. GRANTEE shall not transfer or assign the performance of services called for in this Agreement. However, this Agreement shall run to COUNTY or its successors.

9.7 REPORTS, PLANS AND OTHER AGREEMENTS. All reports, plans, surveys, information, documents, maps and other data procedures developed, prepared, assembled or completed by GRANTEE for the purposes of this Agreement shall become the property

of COUNTY without restriction, reservation or limitation of their use and shall be made available by GRANTEE at any time upon request by COUNTY or Department. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the Department upon written request.

9.8 CONFLICT OF INTEREST. GRANTEE covenants that no person who presently exercises any functions or responsibilities in connection with the Project has any personal financial interest in the Project and shall not have such an interest for one (1) year thereafter. Any possible conflicting interest on the part of GRANTEE, its employees, or agents, shall be disclosed in writing to the Department. It shall not be deemed a conflict as long as all purchasing for consumables, capital equipment and services are obtained in conformance with Article 3. However, this paragraph shall be interpreted in such a manner so as not to unreasonably impede the Program goal that maximum opportunity be provided for funding of Projects.

Neither GRANTEE nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with GRANTEE's loyal and conscientious exercise of judgment related to its performance under this Agreement. GRANTEE agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of COUNTY in any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement. In the event GRANTEE is permitted to utilize subcontractors to perform any services required by this Agreement, GRANTEE agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

9.9 EXECUTION. This document shall be executed in two (2) counterparts, each of which shall be deemed to be an original.

9.10 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.

9.11 SEVERANCE. In the event this Agreement or 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 GRANTEE 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.

9.12 LEGAL PROVISIONS DEEMED INCLUDED. Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

9.13 NO CONTINGENT FEE. GRANTEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GRANTEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for GRANTEE any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.14 PUBLIC ENTITY CRIMES ACT. GRANTEE represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities. In addition to the foregoing, GRANTEE further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether GRANTEE has been placed on the convicted vendor list.

9.15 **THIRD PARTY BENEFICIARIES.** Neither GRANTEE 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.

9.16 **WAIVER OF BREACH AND MATERIALITY.** Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. No waiver shall be effective unless it is in writing and signed by the party against whom it is asserted. A waiver of any provision of this Agreement or failure to perform any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver of any prior or subsequent failure to perform any term, covenant or condition of this Agreement and shall not be construed to be a modification of the terms of this Agreement. COUNTY and GRANTEE 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.

9.17 **JOINT PREPARATION.** COUNTY and GRANTEE 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 under this Agreement, and the preparation of this Agreement has been a joint effort of COUNTY and GRANTEE and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

9.18 **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 12 of this Agreement shall prevail and be given effect. Where there is a conflict between any provision set forth within this Agreement and a more stringent State or Federal provision which is applicable to any services performed under this Agreement, the more stringent State or Federal provision shall prevail.

9.19 **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.

9.20 **USE OF TERMS.** All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the

context or the use thereof may require. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections and subparagraphs of such section unless the reference is made to a particular subsection or subparagraph of such section.

9.21 FURTHER ASSURANCE. GRANTEE and COUNTY agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

9.22 WAIVER OF CLAIMS. GRANTEE hereby waives any claim against COUNTY, and its agents, servants and employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment of award in any suit or proceeding declaring this Agreement null, void or voidable, delaying the same or any part thereof, from being carried out.

9.23 CUMULATIVE RIGHTS. All rights and remedies of COUNTY hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by COUNTY to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

9.24 SPECIFIC PERFORMANCE. GRANTEE agrees that in addition to all other remedies, its obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of proper jurisdiction.

9.25 EXECUTION AUTHORITY. The individuals executing this Agreement on behalf of GRANTEE personally warrant that they have full authority to execute this Agreement on behalf of GRANTEE for whom they are acting herein.

[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 County Administrator, authorized to execute same by resolution of the Board of County Commissioners, and Town of Southwest Ranches, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, through its
INTERIM COUNTY ADMINISTRATOR

By _____
BERTHA HENRY

____ day of _____, 20____

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

Approved as to Insurance
Requirements:

By: _____
Risk Management Division

By _____
Assistant County Attorney

TOWN OF SOUTHWEST RANCHES

By: _____
Mecca Fink, Mayor
____ day of _____, 2006

ATTEST:

Susan A. Owens, Town Clerk

By: _____
John Canada, Town Administrator
____ day of _____, 2006

APPROVED AS TO FORM:

Gary A. Poliakoff, J.D. Town Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND
FOR Town of Southwest Ranches PROVIDING FOR FUNDING AND ADMINISTRATION
OF BROWARD BEAUTIFUL PROGRAM

GRANTEE

WITNESSES:

Signature of Witness

By _____
(Signature)

Print Name of Witness

(Print Name and Title of Signatory)

Signature of Witness

____ day of _____, 20____.

Print Name of Witness

STATE OF FLORIDA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ of _____. He or she is personally known to me or has produced _____ as identification and who did take an oath.

Notary Public, State of Florida
Commission No.: _____

My commission expires:

MA/bjl
File #02-051.01

Governmental
6/21/2006

G06_01

EXHIBIT "A"

PROJECT DESCRIPTION

Provide a detailed description of the services to be provided in implementation of the Project.

Broward Beautiful GreenSHADE Grant project No G06_01 for Town of Southwest Ranches landscaping project located at Entranceway to Park as detailed in their application Reference No. G06_01 that is hereby incorporated by reference.

EXHIBIT "B"

BROWARD BEAUTIFUL FUNDING PROGRAM
GENERAL OPERATING PROGRAM EVALUATION REPORT

This grant evaluation report must be filed with the Environmental Protection Department no later than 30 days after completion of the Project period.

Organization:

Mailing address:

Project Director:

Title:

Telephone:

Fax:

Funding Award: \$ _____

Date Project began:

Date Project ended:

1. **GOODS AND SERVICES INFORMATION:** list dates, location and title for all goods and services provided and installed by the organization during this Project period

Good or Service

Date

Cost

1. PERSONNEL

<u>Number</u>	<u>Administrative</u>	<u>Other</u>	<u>Total</u>
Full-time			
Part-time			
Volunteers			

How many hours did volunteers contribute during the Project period?

Describe your method for tracking volunteer hours:

1. NARRATIVE OF PROJECT ACTIVITIES

In general, describe how the Broward Beautiful Funds were used and their impact on the quality and scope of the organization's activities.

1. **REQUIRED ATTACHMENTS**

- ✓ color photographs of the improved area after completion of the Project, which includes plantings and the surrounding areas, including required signage
- ✓ receipts for items purchased and details of time and number of people involved, if labor is used as a match for Broward Beautiful Funding
- ✓ Certification from a Florida registered landscape architect, an ISA certified arborist, or a Landscape Inspector Association of Florida (LIAF) certified landscape inspector that the project complied with approved Project plans.

CERTIFICATION: The undersigned certify that the information provided in this Project evaluation report is true and correct, and Broward County funds were expended solely for the purpose of the approved funding Project or activity.

Signature-Chief Executive Officer

Signature-Project Director

Typed name of CEO

Typed name of Project Director

Date

Date