

RESOLUTION 2008 - 019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH BROWARD COUNTY PROVIDING FOR THE CONSTRUCTION AND MAINTENANCE OF THE GREENWAYS CORRIDOR PROJECT ON SOUTH FLORIDA WATER MANAGEMENT DISTRICT PROPERTY LOCATED WITHIN THE MUNICIPAL BOUNDARIES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, WHEREAS, Broward County has adopted an amendment to the Broward County Comprehensive Plan to incorporate the conceptual greenways system plan; and

WHEREAS, the greenways Conceptual Master Plan provides for over three hundred seventy (370) miles of regional greenways, land trails and water trails; and

WHEREAS, as part of the implementation of a County Greenways Master Plan, Broward County is willing to construct these greenways within the municipal boundaries, including benches, shelters and related improvements, consistent with the plans prepared by Tetra Tech Inc., dated May 15, 2006, entitled Broward County Construction Plans; Project No. 5329, Flamingo- Hiatus Corridor ("Greenways"); and

WHEREAS, the Greenways will be located on property owned by the South Florida Water Management District ("District"); and

WHEREAS, it is anticipated that the District will grant the County a revocable license to construct and to maintain the Greenways and related improvements; and

WHEREAS, upon completion of the Greenways, the Town is willing to accept responsibility for the maintenance for that portion of the Greenways within the Town's boundaries generally located west of Flamingo Road, between Sheridan Street and Griffin Road; and

WHEREAS, the District's policy allows the public to utilize publicly-owned property and rights-of-way for recreational purposes; and

WHEREAS, prior to issuing a permit ("Permit") allowing the County to construct the Greenways on the District's property, the District requested that the Town adopt a Resolution agreeing that, upon completion of the section of the Greenways within the

Town's municipal boundaries, that the Town shall be responsible for certain maintenance requirements; and

WHEREAS, the Town is desirous of having these Greenways within the Town and believes it to be in the best interest of the Town to enter into this Agreement.

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 hereby agrees to be responsible for certain maintenance obligations relating to the Greenways located within the District property, specifically delineated herein on Exhibit "A" (the "Greenways"), and the Town agrees and acknowledges that:

- The Town is hereby willing and financially capable of maintaining the Greenways for the life of the Permit, which shall include the removal of any fallen trees, limbs, cycle mowing, weed trimming and trash and/or debris clean-up and removal.
- The Town understands the implications that fallen trees and/or debris represent with regard to the District's ability to perform its flood control mission within the Greenways.
- The Town agrees to remove and trim any landscaping within the Greenways in a timely manner when requested to do so by the District.
- The Town agrees to assume the responsibility for complying with any applicable tree ordinances and will not attempt to use such ordinances as a means to keep trees within the Greenways which the District determines must be removed.


Section 3: The Town Council hereby approves the Agreement, attached hereto as Exhibit "B", between the Town of Southwest Ranches and Broward County providing for the Construction and Maintenance of the Greenways lying with the municipal boundaries of the Town.

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

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 6th day of December 2007, on a motion by Council Member Don Maines and seconded by Council Member Steve Breitkreuz.

Fink	<u>Y</u>	Ayes	<u>5</u>
Nelson	<u>Y</u>	Nays	<u>0</u>
Breitkreuz	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Maines	<u>Y</u>		


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:

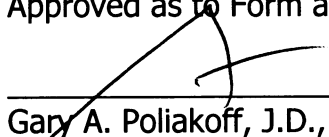

Gary A. Poliakoff, J.D., Town Attorney

EXHIBIT “A”

GREENWAYS AMENITIES

Landscaping

Trash Receptacles- **N/A**

Signs

Tile Insets

Benches- **N/A**

Tables- **N/A**

Bicycle Parking Facilities- **N/A**

EXHIBIT "B"

AGREEMENT

between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES, FLORIDA

for

**CONSTRUCTION AND MAINTENANCE OF
FLAMINGO - HIATUS RD. GREENWAY**

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;"

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 "TOWN."

WITNESSETH:

WHEREAS, COUNTY has adopted an amendment to the Broward County Comprehensive Plan to incorporate the conceptual greenways system plan; and

WHEREAS, the greenways Conceptual Master Plan provides for over three hundred seventy (370) miles of regional greenways, land trails and water trails; and

WHEREAS, as part of the implementation of a County Greenways Master Plan, COUNTY is willing to construct greenways within the TOWN, including benches, shelters and related improvements, consistent with the plans prepared by Tetra Tech Inc., dated May 15, 2006, entitled Broward County Construction Plans; Project No. 5329, Flamingo-Hiatus Corridor ("Greenways"); and

WHEREAS, the Greenways will be located on property owned by the South Florida Water Management District ("District"); and

WHEREAS, subsequent to the execution of this Agreement, it is anticipated that the District will grant COUNTY a revocable license to construct and maintain the Greenways and related improvements; and

WHEREAS, upon completion of the Greenways, TOWN is willing to maintain the Greenways; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and TOWN to construct and maintain the Greenways as provided for herein; NOW, THEREFORE,

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

ARTICLE 1
DEFINITIONS

- 1.1 **Agreement:** shall mean this document, Articles 1 through 8, 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 the Department of Urban Planning and Redevelopment, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with TOWN 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 the 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 **TOWN:** shall mean the Town of Southwest Ranches, Florida.
- 1.7 **Project:** shall mean the services described in Article 2.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 COUNTY and TOWN shall participate in the installation and maintenance of the Greenways in the manner set forth in this Agreement.
- 2.2 COUNTY shall:
- 2.2.1 Prepare, or cause to be prepared, plans for the installation of the Greenways and related improvements in accordance with the plans prepared by Tetra Tech Inc., dated May 15, 2006, entitled "Broward County Construction Plans; Project No. 5329, Flamingo-Hiatus Corridor."
 - 2.2.2 Apply for and obtain any permit(s) from the applicable permitting agencies for installation of the Greenways. The parties agree that COUNTY's installation of the Greenways provided for herein is contingent upon receipt of a permit from the District, including a revocable license granted by the District to the COUNTY for installation and maintenance of the Greenways and related improvements. If COUNTY is unable to obtain said permit and revocable license from the District, COUNTY shall notify TOWN pursuant to the NOTICE provisions set forth herein and COUNTY and TOWN shall be relieved of all obligations pursuant to this Agreement.
 - 2.2.3 Install or cause to be installed the Greenways and related improvements in accordance with the approved design plans and specifications and permit(s).
 - 2.2.4 Following completion of the Greenways, convey the landscaping, benches, signage, shelters and other improvements to TOWN via Bill of Sale, the form of which is attached hereto as Exhibit "A", attached hereto and incorporated herein.
- 2.3 TOWN shall:
- 2.3.1 Maintain or cause to be maintained the Greenways, including, but not limited to, any landscaping, benches, shelters, or other improvements installed by COUNTY. As part of such maintenance responsibility, TOWN shall keep in good repair and shall replace defective or worn out improvements due to normal wear and tear, acts of God, vandalism and accidents.
 - 2.3.2 TOWN agrees that any repair and replacements of improvements shall conform to the design plans and specifications set forth herein.
 - 2.3.3 TOWN may replace plant material with plants on the permitting agency's approved plant list. Changes to hardscape items such as benches, signage, and shelters shall not deviate from the design plans or be modified without the approval of the County Administrator or designee.

ARTICLE 3
COSTS

- 3.1 COUNTY shall be responsible for all costs associated with the installation of the Greenways and the improvements provided for in the plans prepared by Tetra Tech Inc., dated May 15, 2006, entitled "Broward County Construction Plans; Project No. 5329, Flamingo-Hiatus Corridor." The estimated Cost of Construction ("COC") of the Greenways and improvements is One Million and One Hundred and Seventy-seven Thousand and Seven Hundred and Twenty-three and 00/100 Dollars (\$1, 177,723)
- 3.2 Upon transfer of the improvements to the TOWN, TOWN shall be responsible for all costs associated with the maintenance of the Greenways and their improvements.

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 only as provided for by this Article.
- 4.2 This Agreement may be terminated for cause by COUNTY, through action of the Board, or TOWN, upon thirty (30) days' written notice given by the terminating party to the other party setting forth the breach. If TOWN or COUNTY corrects the breach within thirty (30) days after written notice of same to the satisfaction of the terminating party, the Agreement shall remain in full force and effect. If such breach is not corrected within thirty (30) days of receipt of notice of breach, the terminating party may terminate the Agreement.
- 4.3 Termination of this Agreement for cause shall include, but not be limited to, failure of the TOWN to maintain the Greenways pursuant to the terms of this Agreement, failure of the parties to suitably perform the services required by Article 2 herein, or failure of the parties 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 In the event the TOWN elects to terminate this Agreement within twenty five (25) years from the date the Greenways have been transferred to TOWN pursuant to Section 2.2.4, or if COUNTY elects to terminate this Agreement within the foregoing twenty five (25) year term due to TOWN's failure to maintain the Greenways, TOWN shall compensate COUNTY for maintenance of the Greenways for the remainder of the twenty five (25) year term. Upon such termination, the amount which shall be due COUNTY shall be calculated utilizing the following formula:

$$\text{Termination} = \text{COC} - (\text{AAC} \times \text{YM})$$

Life expectancy of Project = Number of years the project is expected to last (twenty-five (25) years from the date of transfer of the Greenways to TOWN)

COC = Cost of construction (within municipal boundaries), as set forth in section 3.1

ACC = Annualized Cost of Construction = COC/Life Expectancy of the Project

YM = Number of years maintained

- 4.5 Notice of termination shall be provided in accordance with Article 7, "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 7, "NOTICES," herein.

ARTICLE 5 INDEMNIFICATION

- 5.1 COUNTY is a political subdivision of the State of Florida and TOWN is a municipal corporation existing under the laws of the State of Florida. To the extent permitted by law, each party agrees to be fully responsible for acts and omissions of its agents or employees. 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.
- 5.2 In the event that COUNTY contracts with a third party to provide the services set forth herein and addressed above, any contract with such third party shall include the following provisions:
- 5.2.1 Indemnification: COUNTY's Contractor shall indemnify and hold harmless 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 COUNTY's Contractor and persons employed or utilized by COUNTY's Contractor in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require COUNTY's Contractor to indemnify 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 TOWN by reason of any such claim or demand, COUNTY's Contractor shall, upon written notice from TOWN, resist and defend such action or proceeding by counsel satisfactory to TOWN.
- 5.2.2 The indemnification provided above shall obligate COUNTY's Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at TOWN's option,

any and all claims of liability and all suits and actions of every name and description covered by Section 5.2.1 above which may be brought against TOWN whether performed by COUNTY's Contractor, or persons employed or utilized by COUNTY's Contractor.

- 5.3 In the event that TOWN contracts with a third party to provide the services set forth herein and addressed above, any contract with such third party shall include the following provisions:

5.3.1 Indemnification: TOWN'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 TOWN's Contractor and persons employed or utilized by TOWN's Contractor in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require TOWN'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, TOWN's Contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

5.3.2 The indemnification provided above shall obligate TOWN'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 5.3.1 above which may be brought against COUNTY whether performed by TOWN's Contractor, or persons employed or utilized by TOWN's Contractor.

ARTICLE 6 INSURANCE

- 6.1 The parties hereto acknowledge that COUNTY and TOWN are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The parties shall institute and maintain a fiscally sound and prudent risk management program with regard to their obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

- 6.2 In the event that TOWN and/or COUNTY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

6.2.1 Insurance: COUNTY and/or TOWN'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 "B," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY, Broward County Board of County Commissioners, and TOWN as additional insureds.

- 6.2.2 COUNTY and/or TOWN'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.
- 6.2.3 Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of the contractor is completed. All policies must be endorsed to provide COUNTY and TOWN 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.
- 6.2.4 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 7
NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

TO COUNTY:

TO TOWN:

Christopher J. Russo, Town Administrator
6589 SW 160 Avenue
Southwest Ranches, FL 33331

AND

Gary A. Poliakoff, J.D., Town Attorney
3111 Stirling Road
Fort Lauderdale, FL 33312

ARTICLE 8
MISCELLANEOUS

8.1 AUDIT RIGHT AND RETENTION OF RECORDS. COUNTY shall have the right to audit the books, records, and accounts of TOWN that are related to this Agreement. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the services to be provided by TOWN pursuant to this Agreement. TOWN 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 TOWN's records, TOWN shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by TOWN. 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.

8.2 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

TOWN shall not unlawfully discriminate against any person in its operations and activities in fulfilling its obligations under this Agreement. TOWN shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services provides for under this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, TOWN 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.

TOWN'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.

TOWN 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.

8.3 THIRD PARTY BENEFICIARIES

TOWN and COUNTY do not 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.

8.4 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party; however, COUNTY and TOWN may subcontract any portion of the work required by this Agreement under the terms of this Agreement. COUNTY and TOWN represent 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 the parties' satisfaction. COUNTY and TOWN shall perform their duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of performance and all interim and final product(s) provided shall be comparable to the best local and national standards.

8.5 MATERIALITY AND WAIVER OF BREACH

The parties 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.

Failure of any party 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.

8.6 COMPLIANCE WITH LAWS

The parties 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.

8.7 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 or TOWN 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.

8.8 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.

8.9 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 8 of this Agreement shall prevail and be given effect.

8.10 RECORDING

This Agreement shall be recorded in the public records of Broward County, Florida, and shall be binding upon the successors and assigns of COUNTY and TOWN.

8.11 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

8.12 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 parties hereto.

8.13 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 8.12 above.

8.14 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.

8.15 MULTIPLE ORIGINALS

This Agreement may be fully executed in three (3) copies by both parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST
RANCHES FOR CONSTRUCTION AND MAINTENANCE OF FLAMINGO-HIATUS RD.
GREENWAY

IN WITNESS WHEREOF, the parties hereto 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 and Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and the TOWN, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor
_____ day of _____, 20__

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

By _____
Assistant County Attorney
_____ day of _____, 20__

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR CONSTRUCTION AND MAINTENANCE OF FLAMINGO-HIATUS RD. GREENWAY

TOWN

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By _____
Mayor Mecca Fink

_____ day of _____, 20____

ATTEST:

Susan A. Owens, Town Clerk

By _____
Christopher J. Russo, Town Administrator

_____ day of _____, 20____

APPROVED AS TO FORM:

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

Exhibit "A" to the Agreement

BILL OF SALE

KNOW ALL BY THESE PRESENTS:

THAT BROWARD COUNTY (the "COUNTY"), for and in consideration of the sum of One Dollar (\$1.00) in lawful money (and other good and valuable considerations) to it paid by THE TOWN OF SOUTHWEST RANCHES ("TOWN"), the receipt and sufficiency of which is hereby acknowledged by it, hereby quitclaims and delivers unto the TOWN, its successors and assigns, those certain goods and chattels located on the property more particularly described on the attached Exhibit "A-1."

TO HAVE AND TO HOLD the same unto the TOWN, its successors and assigns forever.

The COUNTY does not hereby make any warranty with respect to its ownership of the goods hereby conveyed.

IN WITNESS WHEREOF, this instrument is made and executed by BROWARD COUNTY 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__.

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 the Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

Exhibit "A-1" to the Agreement

GREENWAYS AMENITIES

Landscaping

Trash Receptacles- **N/A**

Signs

Tile Insets

Benches- **N/A**

Tables- **N/A**

Bicycle Parking Facilities- **N/A**

Exhibit "B" to the Agreement

INSURANCE