

RESOLUTION NO. 2012 - 005

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AUTHORIZING THE TOWN ADMINISTRATION TO PREPARE AND TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF \$75,000.00 WITH A \$75,000.00 TOWN MATCH TO THE PARKS FOR PEOPLE LAND STEWARDSHIP GRANT PROGRAM TO BROWARD COUNTY TO FUND PARK DEVELOPMENT WITHIN THE TOWN'S COUNTRY ESTATES FISHING HOLE PARK; AUTHORIZING THE TOWN ADMINISTRATOR TO TRANSMIT THE APPLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Biological Resources Division of the Broward County Environmental Protection and Growth Management Department has initiated the Land Stewardship Program, a five-year capital improvement program to partially fund the development of bond acquired Open Spaces that include "green component" standards through the "Parks for People" Grant Program; and

WHEREAS, this Grant Program provides \$500,000.00 a year in funding, with a proposed maximum grant of \$75,000 per project to supplement the development of Open Space Sites to Qualified Applicants; and

WHEREAS, Qualified Applicants are municipalities that own Open Space sites acquired through the 2000 Bond Program and which have development funding currently allocated in the municipality's five-year Capital Improvement Plan (CIP), and are committed to using "green construction" standards as described in this program; and

WHEREAS, the grant requires an equal match; and

WHEREAS, the Town purchased a 16-acre site located at 18900 Griffin Road, known as the Country Estates Fishing Hole Park, with the 2000 Bond Program Funds, and meets the qualifications to apply for the "Parks for People" Grant; and

WHEREAS, if this grant were to be awarded to the Town, the grant funds, plus the Town's match, would be utilized to help construct the Country Estates Fishing Hole Park bathroom facility; and

WHEREAS, the Town requires the Town Council's authorization prior to the submission of any grant application; and

WHEREAS, this Resolution seeks to comply with the Town's submission requirements.

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

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

Section 2: Approval. The Town Council of the Town of Southwest Ranches hereby authorizes the submission of the Parks for People Grant Application, in the amount of Seventy Five Thousand Dollars (\$75,000.00), with a Seventy Five Thousand Dollar (\$75,000.00) Town match, prior to the grant deadline of October 28, 2011.

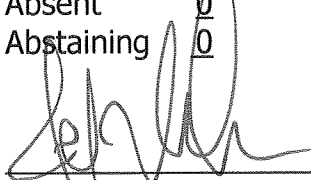
Section 3: Authorization. The Town Council of the Town of Southwest Ranches does hereby authorize its Town Administrator to transmit the applicable grant application, attend all necessary meetings and coordinate the execution of final grant agreements, if any, between the parties

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 13th day of October, 2011 on a motion by Vice Mayor Fisikelli and seconded by Council Member McKay.


Nelson	<u>YES</u>
Fisikelli	<u>YES</u>
Breitkreuz	<u>YES</u>
Jablonski	<u>YES</u>
McKay	<u>YES</u>

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



Jeff Nelson, Mayor

Attest:



Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakov, J.D., Town Attorney

ACTIVE: 3526073_1

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES

for

COUNTRY ESTATES FISHING HOLE PARK II

through the

BROWARD COUNTY LAND STEWARDSHIP PROGRAM

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

and

TOWN OF SOUTHWEST RANCHES, a municipal corporation of the state of Florida, hereinafter referred to as "TOWN,"

WHEREAS, pursuant to the COUNTY's Land Stewardship Program ("Grant Program"), funding from the 2000 Broward County Safe Parks and Land Preservation Bond Issue has been made available for the ecological restoration of publicly-owned natural lands and sustainable development of passive recreation parks in an expeditious manner; and

WHEREAS, the Broward County Board of County Commissioners ("Board") has determined that these expenditures serve a COUNTY purpose and are authorized by the 2000 Broward County Safe Parks and Land Preservation Bond Program; and

WHEREAS, TOWN has been awarded funding under the Grant Program for **Country Estates Fishing Hole Park II**; and

WHEREAS, the COUNTY consents to provide for the dissemination of Grant Program funds to TOWN for reimbursement of activities consistent with the Program;

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

ARTICLE 1
SCOPE OF SERVICES

- 1.1 TOWN shall perform all services identified in this Agreement in accordance with the Grant Program Guidelines attached hereto as Exhibit "A," the Grant Project Description and schedule (hereinafter referred to as "Project") attached hereto as Exhibit "B," Grant Project Cost/Budget attached hereto as Exhibit "C," and evidence of Project site ownership or lease attached hereto as Exhibit "D." The parties agree that the Project Description is a description of TOWN's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipments, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by TOWN impractical, illogical, or unconscionable.
- 1.2 The COUNTY's Grant Program Administrator may approve changes to the Scope of Services, Project description, unit of services, and changes within the categories of expenditures listed in Exhibits "A," "B," "C," provided that the total grant dollars awarded to TOWN remains unchanged. The COUNTY's Grant Program Administrator may also approve changes to the Project Description if the revisions are consistent with the grant application and the Grant Program guidelines, and the revisions do not diminish the quantity or quality of services to be provided.
- 1.3 For Projects where the site was not acquired utilizing 2000 Broward County Safe Parks and Land Preservation Bond funds, TOWN agrees to execute a Declaration of Restrictive Covenants, in a form acceptable to the County Attorney's Office, ensuring that the Project, when completed, shall be utilized for public recreational purposes for a minimum of twenty-five (25) years. The Declaration shall be recorded in the Official Records for Broward County, Florida, pursuant to Section 28.222, Florida Statutes. TOWN further agrees to return to COUNTY all funds tendered for the Project in the event the Project becomes utilized during this period for other than the public recreational purposes of the Project.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

- 2.1 The term of this Agreement shall begin on the date Agreement is fully executed by both parties and shall end one (1) year after. TOWN may request an extension of up to eighteen (18) months for completion of the Project, subject to approval by COUNTY Administrator. Any extension request shall be in writing and delivered to the Grant Program Administrator at least sixty (60) days prior to the end of the original term.
- 2.2 TOWN agrees that it will comply with the construction time table included in Exhibit "B," attached hereto, excepting bona fide force majeure delays.

ARTICLE 3
COMPENSATION

- 3.1 COUNTY agrees to pay TOWN, in the manner specified in Section 3.3, the total amount of (not to exceed) **Seventy Five Thousand dollars(\$75,000)** for Project pursuant to this Agreement. It is acknowledged and agreed by TOWN that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate TOWN for services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon TOWN's obligation to perform all items of work required by or which can be reasonably inferred for the Project from the Grant Project Description.
- 3.2 The Grant Program Administrator is responsible for ensuring performance of the terms and conditions of this Agreement and shall approve all requests from TOWN for payment prior to payment. TOWN shall furnish to the Grant Program Administrator a copy of the Project's construction contract(s) at least thirty (30) days prior to any reimbursement from the COUNTY.
- 3.3 METHOD OF BILLING AND PAYMENT
- 3.3.1 Upon completion of the Project and approval by the COUNTY, TOWN may submit an invoice(s) for reimbursement in the funding amount set forth herein. The invoice should be received by the Grant Program Administrator's office no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and the expenses incurred.
- 3.3.2 Documentation as required in Exhibit "A" must accompany any request for payment. Invoices shall be certified by TOWN's authorized official.
- 3.3.3 COUNTY shall pay TOWN within thirty (30) calendar days of receipt of TOWN'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 TOWN to comply with a term, condition, or requirement of this Agreement.
- 3.4 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Grant Program Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.

3.5 If it becomes necessary for COUNTY to demand a refund of any or all funds paid to TOWN pursuant to this Agreement, TOWN agrees to remit said funds to COUNTY within sixty (60) days after notification. If not returned within sixty-(60) days, TOWN agrees that any further TOWN requests for funding, as to this or any other program under COUNTY's administration, may be denied until the funds have been returned.

3.6 Payment shall be made to TOWN at:

TOWN Administrator
TOWN of Southwest Ranches
~~6589 SW 160th Avenue~~
Southwest Ranches, FL. 33330

13400 Griffin Road

ARTICLE 4 LIABILITY

TOWN is a municipal corporation existing under the laws of the state of Florida, as defined in Section 768.28, Florida Statutes, and is fully responsible for acts and omissions of its agents, contractors, 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.

ARTICLE 5 INSURANCE

TOWN is a municipal corporation existing under the laws of the state of Florida, as defined by Section 768.28, Florida Statutes, as amended, and TOWN shall furnish the Grant Program Administrator with written verification of liability protection, in accordance with state law prior to final execution of this Agreement.

ARTICLE 6 TERMINATION

6.1 This Agreement may be terminated for cause by action of the Board or by TOWN upon thirty (30) days written notice by the party that elected to terminate, or for convenience by action of the Board upon, not less than, ten (10) days written notice by the Grant Program Administrator. Grant Program Administrator may terminate this Agreement upon such notice, as the Grant Program Administrator deems appropriate under the circumstances, in the event the Grant Program Administrator determines that termination is necessary to protect the public health, safety, or welfare.

6.2 Notices shall be provided in accordance with "NOTICES" section of this Agreement (Section 8.6); except that notice of termination deemed by the Grant Program

Administrator necessary to protect the public health, safety, or welfare may be verbal and promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 6.3 In the event this Agreement is terminated for convenience, TOWN shall be paid for any services performed to the date this Agreement is terminated; however, upon being notified of COUNTY's election to terminate, TOWN shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. TOWN acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by TOWN, is given as specific consideration for COUNTY's right to terminate this Agreement for convenience.
- 6.4 COUNTY shall have the right to terminate this Agreement and demand refund of Program funds provided to TOWN for noncompliance with the terms and conditions of the Program guidelines. Failure to comply with these terms and conditions shall result in COUNTY declaring TOWN ineligible for further participation in the Program until such time as TOWN complies therewith.
- 6.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Section 8.1.

ARTICLE 7 FINANCIAL STATEMENTS

- 7.1 TOWN hereby gives COUNTY, through any authorized representative, access to, and the right to, examine all records, books, papers, or documents relating to the Project.
- 7.2 TOWN hereby agrees to maintain books and records in accordance with Generally Accepted Accounting Principles and properly reflect all expenditures of funds provided by COUNTY under this Agreement.
- 7.3 TOWN agrees and understands that all funding authorized under this Agreement shall be used only for eligible activities specifically outlined in this Agreement. TOWN agrees to reimburse COUNTY any and all funds not used in strict compliance with this Agreement.
- 7.4 Within thirty (30) days of receipt by TOWN, TOWN shall provide to COUNTY on an annual basis the Single Audit Report prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the Town's grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award.

- 7.5 Failure of TOWN to meet these financial reporting requirements shall result in suspension of payment under this Agreement, or any subsequent grant agreement in effect, and disqualify TOWN from obtaining future grant awards until such financial statements are received and accepted by COUNTY.
- 7.6 TOWN is required to, and hereby agrees to, account for any program income related to Project financed in whole or part with Grant Program Funds.

ARTICLE 8 MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by TOWN, whether finished or unfinished, shall become the property of COUNTY, and shall be delivered by TOWN to the Grant Program Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to TOWN shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to inspect the Project, as well as the right to audit the books, records, and accounts of TOWN that are related to this Project. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Project.

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, Florida Statutes, as amended), 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.

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

TOWN shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

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 or appropriately used as a basis for service delivery.

TOWN shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. 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 shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. 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 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 the Scope of Services or any part of the Scope of Services of this Agreement.

8.4 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by TOWN pursuant to this Agreement shall be subject to the supervision of TOWN. In

providing such services, neither TOWN nor its agents shall act as officers, employees, or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.5 THIRD PARTY BENEFICIARIES

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

8.6 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 COUNTY:

Director
Broward County Natural Resources Planning and Management Division
115 S. Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

FOR TOWN:

TOWN Administrator
TOWN of Southwest Ranches
~~6589 SW 160th Avenue~~
Southwest Ranches, FL. 33331

13400 Griffin Road

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, TOWN shall not subcontract any portion of the work required by this Agreement except as authorized by Exhibit "A."

TOWN 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 Grant Project Description and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance and all interim and final product(s), provided to or on behalf of TOWN, shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither TOWN nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with TOWN's loyal and conscientious exercise of judgment related to its performance under this Agreement.

TOWN agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert 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 expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude TOWN or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event TOWN is permitted to utilize subcontractors to perform any services required by this Agreement, TOWN agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

8.9 AMENDMENTS

Except for the provisions set forth in Article 1, 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 TOWN.

8.10 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. 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.

8.11 COMPLIANCE WITH LAWS

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

8.12 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 TOWN elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.13 JOINT PREPARATION

The parties hereto 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 a joint effort of the parties, the language has been agreed to by parties to express 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.

8.14 PRIORITY OF PROVISIONS

In the event of a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Florida Statutes, Florida Administrative Code, and Broward County Code of Ordinances, shall prevail and be given effect.

8.15 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.

8.16 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 contained in a written document in accordance with Section 8.9 above.

8.17 INCORPORATION BY REFERENCE

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

8.18 MULTIPLE ORIGINALS

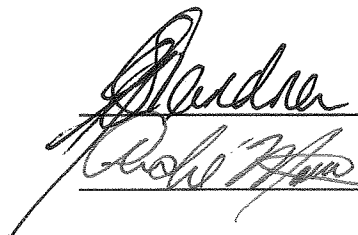
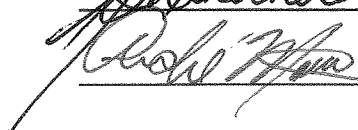
Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

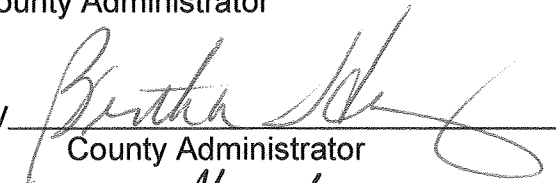
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Resolution approved by the BOARD, and TOWN OF SOUTHWEST RANCHES signing by and through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

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

 JODI GARDNER
 ANDRÉ MORRELL

By 
County Administrator
w day of March, 20 12




Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of the County Attorney
Joni Armstrong Coffey, 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  3/20/12
Risk Management Division

Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By  3/20/12
Deputy/Assistant County Attorney

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AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR BROWARD LAND STEWARDSHIP PROGRAM

TOWN

WITNESSES:

Cheryl Williams
Mayor

TOWN OF SOUTHWEST RANCHES

By Jeff Nelson
Jeff Nelson, Mayor

6th day of March, 20 12.

By Kenneth Fields

Kenneth Fields, Town Administrator

7 day of March, 20 12.

ATTEST:

Erika Gonzalez-Santamaria
Erika Gonzalez-Santamaria, CMC, Town Clerk

APPROVED AS TO FORM:

By Keith M. Poliakoff
Keith M. Poliakoff, Town Attorney



EXHIBIT "A"

PROGRAM GUIDELINES—PARKS FOR PEOPLE

Qualified Applicants

Municipalities that own Green Space and Open Space sites acquired through the 2000 Bond Program with development funding already allocated in the municipality's 5-year Capital Improvement Program which are interested in incorporating "green component" standards as described in this application package.

Funding Requirement

Except as provided in this section, funds from this grant may only be applied to the actual costs incurred in "green components" used in the site development. No part of this grant funding shall be used for project management, administration or overhead costs. The grant funding may not be used to cover costs associated with the preparation, submission or presentation of the funding application.

Project Match Requirement

This is a supplemental grant award given to municipalities that incorporate "green components" in the development of bond acquired sites. The applicant's cost share is the amount allocated in the 5-year Capital Improvement Plan for the project site equivalent to the applicant's requested amount.

Minimum Criteria

Applicant must fulfill all minimum criteria to be considered for grant award. Please fill in as appropriate:

1. The grant applicant project site has been acquired through the 2000 Safe Parks and Land Preservation Bond Program;
2. The Final Management Plan for the site has been approved by the Land Preservation and Acquisition Advisory Board (LPAAB) or Board of County Commissioners pursuant to Resolution 2000-1230;
3. Funds for the development of the project site are presently in the municipality's 5 year Capital Improvement Program pursuant to the approved resolution that was recorded along with the interlocal agreement;
4. The site has not yet been developed; or if the site has been developed, proposed amenities are "green" additions to those already in the approved management plan;
5. Funding for site development has not already been provided by the Land Preservation Program through another funding source (Conservation Land Ecological Restoration Plan funds, FCT reimbursement through Challenge Grant, previous Land Stewardship Program Grant). Preference will be given to those project sites that have not received any other funding source

Green Components Criteria

The Land Stewardship Program defines "green components" as products and/or technologies used in site development for public service that reduce the environmental burden associated with traditional technologies, materials or fixtures. For example: the environmental burden associated with improper landscape irrigation systems. Furthermore, "green components" are economically viable products and/or technologies that adhere to County and State regulations; are actively pursued throughout all site development; and are becoming integral in the municipality's building development practices. "Green components" can include: (1) environmentally beneficial landscaping practices; (2) sound irrigation technologies and practices; (3) environmentally friendly and sustainable site development practices, recycled and wood certified materials, etc; (4) energy efficient fixtures; and (5) Interpretation.

In a brief narrative, please explain which "green components" your project site utilized and support the choices with a qualitative analysis on cost reductions, consumption costs, energy savings, etc.

The following is an ample description of "green components" criteria (in bold) supported by the Land Stewardship Program. These examples do not preclude you from presenting additional practices that can qualify as "green components," as defined by the Land Stewardship Program.

Right Plant Right Place

Drought tolerant trees and shrubs

Drought tolerant grass or groundcover for open play areas

Plants grouped according to water needs in zones

Plant species which do not require frequent pruning (reduced yard waste)

Florida friendly plants for wildlife (*i.e.*, for butterflies, birds, beneficial insects, native wildlife)

Plants with greatest water needs closer to buildings for shade and rainfall runoff

Mulch Utilization

Mulch for groundcovers replaces grass in difficult to reach areas such as narrow strips between beds or in very shady spots

Recycled mulch or by-product alternatives (Melaleuca, leaves, pine needles or bark, no cypress mulch)

2" to 3" of mulch over the roots of trees, shrubs and plant beds

Sound Irrigation Standards

High volume and low volume irrigation systems are soundly designed and operate according to plant zones and water restrictions

Automatic rain shut-off devices or smart irrigation technologies installed on sprinkler systems abide to State, County Law and possible water restrictions

Water reduction of 50% or more compared to present water utilization

Reduced Stormwater Runoff

Downspouts and gutters directed to drain into the lawn and planting beds

Swales in low areas to collect and filter rainwater

Gravel, paver, crushed shell, mulch or other pervious surfaces proposes for trails

Protecting the Waterfront

Fertilizer and pesticide free area along the shoreline (if present) of at least 10 feet

Buffer zone of low-maintenance plants between lawn and shoreline to absorb nutrients and provide habitat for wildlife

Planting of native aquatic vegetation behind a seawall (if present)

Water Savings

Low-flow or reduced flow plumbing for toilets, faucets, fountains

Flush-less urinals

Material Selection

Recycled products for picnic tables, benches, trash bins, playgrounds, restrooms partitions

Low or no VOC (volatile organic compound) paints, finishes and/or adhesives

Forest certified products if wood will be utilized

Pervious concrete, self-cleaning and environmental-clean concrete

No more that 10% impervious surface

Energy Efficiency

Energy efficient lighting

Passive or active solar concepts

Automatic or time controlled devices

Interpretation

Interpretive signage to highlight the use of efficient standards for energy and water conservation on site and/or use of native drought tolerant vegetation

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EXHIBIT "B"
COUNTRY ESTATES FISHING HOLE II, OS-106 – PROJECT SCHEDULE
(to be inserted for the Project)

Parks for People Grant
Country Estates Fishing Hole Grant
Project Schedule

Task	Estimated Completion Date
Permit Site with Broward County	Completed
Permit Site with Army Corps of Engineers	May-12
Permit Site with South Florida Water Management District	May-12
Hire Architect	May-12
Hire General Contractor	Jul-12
Begin Construction on Phase I (P4P-10-04)	Sep-12
Begin Construction on Phase II	Sep-12
Complete Construction of Phase I	Mar-13
Complete Construction of Phase II	Apr-13

EXHIBIT "C"
PROJECT COST AND BUDGET
(CIP funding – Grant Request plus matching funds, itemized)

Country Estates Fishing Hole Parks for People Grant

Item	Quantity	Grant Cost	Town Match
Pervious Pavers Sidewalk		\$ 2,000.00	\$ -
	Total Sidewalk	\$ 2,000.00	\$ -
Restrooms			
Architecture			\$ 4,500.00
Site Work			\$ 1,500.00
Permitting			\$ 3,000.00
Structure	1	\$ -	\$50,000
Electric Service			\$3,000
W/C with Dual Flush Valves	2	\$ 1,300.00	\$ -
Urinals (waterless)	1	\$ 750.00	\$ -
Hand Dryer	2	\$ 2,800.00	\$ -
Drinking Fountain	2	\$ 1,750.00	\$ -
LED Lighting		\$ 1,200.00	
Paint, No VOC	30 Gallons	\$ 1,800.00	\$ -
Roofing Plywood	10 Sheets	\$ 300.00	\$ -
Roofing, Cement Tiles	400 SF	\$ 4,000.00	\$ -
Trash Receptacles	2	\$ 1,250.00	\$ -
Septic Tank & Drainfield	1	\$ -	\$ 6,000.00
Water Line Extension		\$ -	\$ 3,000.00
	Total Bathroom	\$ 15,150.00	\$ 71,000.00
Picnic Pavilion			
Site Work		\$ -	\$ 1,000.00
Structure - Recycled Materials	1	\$ 54,000.00	\$ -
Concrete Base		\$ -	\$ 3,000.00
Picnic Tables	2	\$ 2,600.00	\$ -
Trash Receptacles	2	\$ 1,250.00	\$ -
	Total Pavilion	\$ 57,850.00	\$ 4,000.00
	Total Project Cost	\$ 75,000.00	\$ 75,000.00

EXHIBIT "D"
REAL PROPERTY DOCUMENTS
(property title or leasehold interest - Per Article 1 – 1.1 Project Scope "A")

Parcel ID Number: 10925-02-00600

Grantee #1 TIN:

Grantee #2 TIN:

Warranty Deed

This Indenture, Made this 10th day of November, 2004 A.D., Between

Robert J. Binns, Trustee for the Robert J. Binns Revocable Trust
dated December 24, 2001

of the County of Broward, State of Florida, grantor, and

Town of Southwest Ranches, a political subdivision of the State of
Florida

whose address is: 6589 SW 160th Avenue, Southwest Ranches, FL 33331

of the County of Broward, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Broward State of Florida to wit:

See attached Exhibit "A".

Subject to restrictions, reservations and easements of record, if
any, and taxes for the year 2004 and subsequent years.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

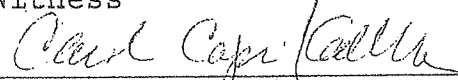
Signed, sealed and delivered in our presence:

Robert J. Binns, Trustee for the
Robert J. Binns Revocable
Trust dated December 24, 2001

By:  (Seal)

Printed Name: John C. Malin
Witness

Robert J. Binns, Trustee
P.O. Address: 2861 N.E. 28 St., Fort Lauderdale, FL 33306


Printed Name: Carol Capri Kalliche
Witness

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10th day of November, 2004 by
Robert J. Binns, Trustee on behalf of said Florida trust

being in BROWARD County, Florida.

ALSO KNOWN AS:

All that portion of Tract 52 that lies South of the South Right-of-Way line of the South New River Canal and all of Tract 61, in Section 25, Township 50 South, Range 39 East, all of the above according to the Plat of "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 & SOUTH HALF OF SECTION 25, TOWNSHIP 50 S., RANGE 39 E.", as recorded in Plat Book 1, Page 63, of the Public Records of MIAMI-DADE County, Florida. Said lands situate, lying and being in BROWARD County, Florida.

LESS AND EXCEPT THEREFROM

PARCEL 121

A portion of Tract 52, of "EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 & SOUTH HALF OF SECTION 25, TOWNSHIP 50 S., RANGE 39 E.", according to the plat thereof, as recorded in Plat Book 1, Page 63, of the Public Records of MIAMI-DADE County, Florida and lying in Section 25, Township 50 South, Range 39 East, Broward County, Florida, conveyed to Broward County, Florida by virtue of Warranty Deed recorded in Official Records Book 20978, Page 952, of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said section 25;

Thence North 00°07'32" West along the East line of said Section 25 for 1156.60 feet;

Thence South 88°07'59" West along the South Right-of-Way line of the C-11 Canal for 1992.08 feet to the Point of Beginning;

Thence South 00°34'35" East for 26.19 feet;

Thence North 88°56'04" West for 179.42 feet;

Thence North 01°52'01" West for 17.00 feet;

Thence North 88°07'59" East along the South Right-of-Way line of the C-11 Canal for 179.78 feet to the Point of Beginning.

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES

for

COUNTRY ESTATES FISHING HOLE PARK II

through the

BROWARD COUNTY LAND STEWARDSHIP PROGRAM

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

and

TOWN OF SOUTHWEST RANCHES, a municipal corporation of the state of Florida, hereinafter referred to as "TOWN,"

WHEREAS, pursuant to the COUNTY's Land Stewardship Program ("Grant Program"), funding from the 2000 Broward County Safe Parks and Land Preservation Bond Issue has been made available for the ecological restoration of publicly-owned natural lands and sustainable development of passive recreation parks in an expeditious manner; and

WHEREAS, the Broward County Board of County Commissioners ("Board") has determined that these expenditures serve a COUNTY purpose and are authorized by the 2000 Broward County Safe Parks and Land Preservation Bond Program; and

WHEREAS, TOWN has been awarded funding under the Grant Program for **Country Estates Fishing Hole Park II**; and

WHEREAS, the COUNTY consents to provide for the dissemination of Grant Program funds to TOWN for reimbursement of activities consistent with the Program;

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

ARTICLE 1
SCOPE OF SERVICES

- 1.1 TOWN shall perform all services identified in this Agreement in accordance with the Grant Program Guidelines attached hereto as Exhibit "A," the Grant Project Description and schedule (hereinafter referred to as "Project") attached hereto as Exhibit "B," Grant Project Cost/Budget attached hereto as Exhibit "C," and evidence of Project site ownership or lease attached hereto as Exhibit "D." The parties agree that the Project Description is a description of TOWN's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipments, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by TOWN impractical, illogical, or unconscionable.
- 1.2 The COUNTY's Grant Program Administrator may approve changes to the Scope of Services, Project description, unit of services, and changes within the categories of expenditures listed in Exhibits "A," "B," "C," provided that the total grant dollars awarded to TOWN remains unchanged. The COUNTY's Grant Program Administrator may also approve changes to the Project Description if the revisions are consistent with the grant application and the Grant Program guidelines, and the revisions do not diminish the quantity or quality of services to be provided.
- 1.3 For Projects where the site was not acquired utilizing 2000 Broward County Safe Parks and Land Preservation Bond funds, TOWN agrees to execute a Declaration of Restrictive Covenants, in a form acceptable to the County Attorney's Office, ensuring that the Project, when completed, shall be utilized for public recreational purposes for a minimum of twenty-five (25) years. The Declaration shall be recorded in the Official Records for Broward County, Florida, pursuant to Section 28.222, Florida Statutes. TOWN further agrees to return to COUNTY all funds tendered for the Project in the event the Project becomes utilized during this period for other than the public recreational purposes of the Project.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

- 2.1 The term of this Agreement shall begin on the date Agreement is fully executed by both parties and shall end one (1) year after. TOWN may request an extension of up to eighteen (18) months for completion of the Project, subject to approval by COUNTY Administrator. Any extension request shall be in writing and delivered to the Grant Program Administrator at least sixty (60) days prior to the end of the original term.
- 2.2 TOWN agrees that it will comply with the construction time table included in Exhibit "B," attached hereto, excepting bona fide force majeure delays.

ARTICLE 3
COMPENSATION

- 3.1 COUNTY agrees to pay TOWN, in the manner specified in Section 3.3, the total amount of (not to exceed) **Seventy Five Thousand dollars(\$75,000)** for Project pursuant to this Agreement. It is acknowledged and agreed by TOWN that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate TOWN for services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon TOWN's obligation to perform all items of work required by or which can be reasonably inferred for the Project from the Grant Project Description.
- 3.2 The Grant Program Administrator is responsible for ensuring performance of the terms and conditions of this Agreement and shall approve all requests from TOWN for payment prior to payment. TOWN shall furnish to the Grant Program Administrator a copy of the Project's construction contract(s) at least thirty (30) days prior to any reimbursement from the COUNTY.
- 3.3 METHOD OF BILLING AND PAYMENT
- 3.3.1 Upon completion of the Project and approval by the COUNTY, TOWN may submit an invoice(s) for reimbursement in the funding amount set forth herein. The invoice should be received by the Grant Program Administrator's office no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and the expenses incurred.
- 3.3.2 Documentation as required in Exhibit "A" must accompany any request for payment. Invoices shall be certified by TOWN's authorized official.
- 3.3.3 COUNTY shall pay TOWN within thirty (30) calendar days of receipt of TOWN'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 TOWN to comply with a term, condition, or requirement of this Agreement.
- 3.4 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Grant Program Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.

3.5 If it becomes necessary for COUNTY to demand a refund of any or all funds paid to TOWN pursuant to this Agreement, TOWN agrees to remit said funds to COUNTY within sixty (60) days after notification. If not returned within sixty-(60) days, TOWN agrees that any further TOWN requests for funding, as to this or any other program under COUNTY's administration, may be denied until the funds have been returned.

3.6 Payment shall be made to TOWN at:

TOWN Administrator
TOWN of Southwest Ranches
~~6589 SW 160th Avenue~~ 13400 Griffin Road
Southwest Ranches, FL. 33331

ARTICLE 4 LIABILITY

TOWN is a municipal corporation existing under the laws of the state of Florida, as defined in Section 768.28, Florida Statutes, and is fully responsible for acts and omissions of its agents, contractors, 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.

ARTICLE 5 INSURANCE

TOWN is a municipal corporation existing under the laws of the state of Florida, as defined by Section 768.28, Florida Statutes, as amended, and TOWN shall furnish the Grant Program Administrator with written verification of liability protection, in accordance with state law prior to final execution of this Agreement.

ARTICLE 6 TERMINATION

6.1 This Agreement may be terminated for cause by action of the Board or by TOWN upon thirty (30) days written notice by the party that elected to terminate, or for convenience by action of the Board upon, not less than, ten (10) days written notice by the Grant Program Administrator. Grant Program Administrator may terminate this Agreement upon such notice, as the Grant Program Administrator deems appropriate under the circumstances, in the event the Grant Program Administrator determines that termination is necessary to protect the public health, safety, or welfare.

6.2 Notices shall be provided in accordance with "NOTICES" section of this Agreement (Section 8.6); except that notice of termination deemed by the Grant Program

Administrator necessary to protect the public health, safety, or welfare may be verbal and promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 6.3 In the event this Agreement is terminated for convenience, TOWN shall be paid for any services performed to the date this Agreement is terminated; however, upon being notified of COUNTY's election to terminate, TOWN shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. TOWN acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by TOWN, is given as specific consideration for COUNTY's right to terminate this Agreement for convenience.
- 6.4 COUNTY shall have the right to terminate this Agreement and demand refund of Program funds provided to TOWN for noncompliance with the terms and conditions of the Program guidelines. Failure to comply with these terms and conditions shall result in COUNTY declaring TOWN ineligible for further participation in the Program until such time as TOWN complies therewith.
- 6.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Section 8.1.

ARTICLE 7 FINANCIAL STATEMENTS

- 7.1 TOWN hereby gives COUNTY, through any authorized representative, access to, and the right to, examine all records, books, papers, or documents relating to the Project.
- 7.2 TOWN hereby agrees to maintain books and records in accordance with Generally Accepted Accounting Principles and properly reflect all expenditures of funds provided by COUNTY under this Agreement.
- 7.3 TOWN agrees and understands that all funding authorized under this Agreement shall be used only for eligible activities specifically outlined in this Agreement. TOWN agrees to reimburse COUNTY any and all funds not used in strict compliance with this Agreement.
- 7.4 Within thirty (30) days of receipt by TOWN, TOWN shall provide to COUNTY on an annual basis the Single Audit Report prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the Town's grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award.

- 7.5 Failure of TOWN to meet these financial reporting requirements shall result in suspension of payment under this Agreement, or any subsequent grant agreement in effect, and disqualify TOWN from obtaining future grant awards until such financial statements are received and accepted by COUNTY.
- 7.6 TOWN is required to, and hereby agrees to, account for any program income related to Project financed in whole or part with Grant Program Funds.

ARTICLE 8 MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by TOWN, whether finished or unfinished, shall become the property of COUNTY, and shall be delivered by TOWN to the Grant Program Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to TOWN shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to inspect the Project, as well as the right to audit the books, records, and accounts of TOWN that are related to this Project. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Project.

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, Florida Statutes, as amended), 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.

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

TOWN shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

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 or appropriately used as a basis for service delivery.

TOWN shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. 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 shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. 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 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 the Scope of Services or any part of the Scope of Services of this Agreement.

8.4 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by TOWN pursuant to this Agreement shall be subject to the supervision of TOWN. In

providing such services, neither TOWN nor its agents shall act as officers, employees, or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.5 THIRD PARTY BENEFICIARIES

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

8.6 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 COUNTY:

Director
Broward County Natural Resources Planning and Management Division
115 S. Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

FOR TOWN:

TOWN Administrator
TOWN of Southwest Ranches
~~6589 SW 160th Avenue~~ 13400 Griffin Road
Southwest Ranches, FL. 33331

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, TOWN shall not subcontract any portion of the work required by this Agreement except as authorized by Exhibit "A."

TOWN 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 Grant Project Description and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance and all interim and final product(s), provided to or on behalf of TOWN, shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither TOWN nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with TOWN's loyal and conscientious exercise of judgment related to its performance under this Agreement.

TOWN agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert 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 expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude TOWN or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event TOWN is permitted to utilize subcontractors to perform any services required by this Agreement, TOWN agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

8.9 AMENDMENTS

Except for the provisions set forth in Article 1, 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 TOWN.

8.10 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. 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.

8.11 COMPLIANCE WITH LAWS

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

8.12 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 TOWN elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.13 JOINT PREPARATION

The parties hereto 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 a joint effort of the parties, the language has been agreed to by parties to express 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.

8.14 PRIORITY OF PROVISIONS

In the event of a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Florida Statutes, Florida Administrative Code, and Broward County Code of Ordinances, shall prevail and be given effect.

8.15 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.

8.16 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 contained in a written document in accordance with Section 8.9 above.

8.17 INCORPORATION BY REFERENCE

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

8.18 MULTIPLE ORIGINALS


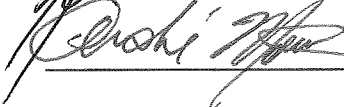
Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

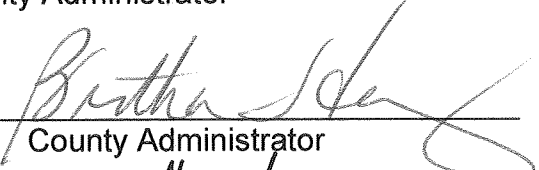
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Resolution approved by the BOARD, and TOWN OF SOUTHWEST RANCHES signing by and through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

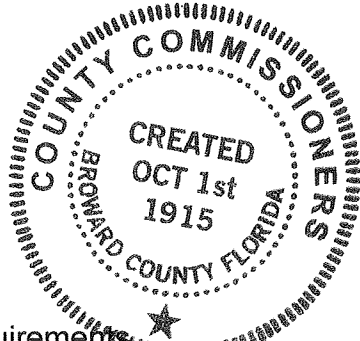
COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator



 JODI GARDNER
 ANDRÉ MORRELL

By 
County Administrator
20 day of March, 2012



Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of the County Attorney
Joni Armstrong Coffey, 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  3/20/12 By  3/20/12
Risk Management Division

Jacqueline A. Binns
Risk Insurance and
Contracts Manager

Deputy/Assistant County Attorney

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AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR BROWARD LAND STEWARDSHIP PROGRAM

TOWN

WITNESSES:

Cheryl Williams
Emily M. Cord

TOWN OF SOUTHWEST RANCHES

By Jeff Nelson
Jeff Nelson, Mayor
6th day of March, 20 12.

By Kenneth Fields
Kenneth Fields, Town Administrator
7 day of March, 20 12.

ATTEST:

Erika Gonzalez-Santamaria
Erika Gonzalez-Santamaria, CMC, Town Clerk

APPROVED AS TO FORM:

By Keith M. Poliakoff
Keith M. Poliakoff, Town Attorney

(CORPORATE SEAL)

EXHIBIT "A"

PROGRAM GUIDELINES—PARKS FOR PEOPLE

Qualified Applicants

Municipalities that own Green Space and Open Space sites acquired through the 2000 Bond Program with development funding already allocated in the municipality's 5-year Capital Improvement Program which are interested in incorporating "green component" standards as described in this application package.

Funding Requirement

Except as provided in this section, funds from this grant may only be applied to the actual costs incurred in "green components" used in the site development. No part of this grant funding shall be used for project management, administration or overhead costs. The grant funding may not be used to cover costs associated with the preparation, submission or presentation of the funding application.

Project Match Requirement

This is a supplemental grant award given to municipalities that incorporate "green components" in the development of bond acquired sites. The applicant's cost share is the amount allocated in the 5-year Capital Improvement Plan for the project site equivalent to the applicant's requested amount.

Minimum Criteria

Applicant must fulfill all minimum criteria to be considered for grant award. Please fill in as appropriate:

1. The grant applicant project site has been acquired through the 2000 Safe Parks and Land Preservation Bond Program;
2. The Final Management Plan for the site has been approved by the Land Preservation and Acquisition Advisory Board (LPAAB) or Board of County Commissioners pursuant to Resolution 2000-1230;
3. Funds for the development of the project site are presently in the municipality's 5 year Capital Improvement Program pursuant to the approved resolution that was recorded along with the interlocal agreement;
4. The site has not yet been developed; or if the site has been developed, proposed amenities are "green" additions to those already in the approved management plan;
5. Funding for site development has not already been provided by the Land Preservation Program through another funding source (Conservation Land Ecological Restoration Plan funds, FCT reimbursement through Challenge Grant, previous Land Stewardship Program Grant). Preference will be given to those project sites that have not received any other funding source

Green Components Criteria

The Land Stewardship Program defines "green components" as products and/or technologies used in site development for public service that reduce the environmental burden associated with traditional technologies, materials or fixtures. For example: the environmental burden associated with improper landscape irrigation systems. Furthermore, "green components" are economically viable products and/or technologies that adhere to County and State regulations; are actively pursued throughout all site development; and are becoming integral in the municipality's building development practices. "Green components" can include: (1) environmentally beneficial landscaping practices; (2) sound irrigation technologies and practices; (3) environmentally friendly and sustainable site development practices, recycled and wood certified materials, etc; (4) energy efficient fixtures; and (5) Interpretation.

In a brief narrative, please explain which "green components" your project site utilized and support the choices with a qualitative analysis on cost reductions, consumption costs, energy savings, etc.

The following is an ample description of "green components" criteria (in bold) supported by the Land Stewardship Program. These examples do not preclude you from presenting additional practices that can qualify as "green components," as defined by the Land Stewardship Program.

Right Plant Right Place

Drought tolerant trees and shrubs

Drought tolerant grass or groundcover for open play areas

Plants grouped according to water needs in zones

Plant species which do not require frequent pruning (reduced yard waste)

Florida friendly plants for wildlife (*i.e.*, for butterflies, birds, beneficial insects, native wildlife)

Plants with greatest water needs closer to buildings for shade and rainfall runoff

Mulch Utilization

Mulch for groundcovers replaces grass in difficult to reach areas such as narrow strips between beds or in very shady spots

Recycled mulch or by-product alternatives (Melaleuca, leaves, pine needles or bark, no cypress mulch)

2" to 3" of mulch over the roots of trees, shrubs and plant beds

Sound Irrigation Standards

High volume and low volume irrigation systems are soundly designed and operate according to plant zones and water restrictions

Automatic rain shut-off devices or smart irrigation technologies installed on sprinkler systems abide to State, County Law and possible water restrictions

Water reduction of 50% or more compared to present water utilization

Reduced Stormwater Runoff

Downspouts and gutters directed to drain into the lawn and planting beds

Swales in low areas to collect and filter rainwater

Gravel, paver, crushed shell, mulch or other pervious surfaces proposes for trails

Protecting the Waterfront

Fertilizer and pesticide free area along the shoreline (if present) of at least 10 feet

Buffer zone of low-maintenance plants between lawn and shoreline to absorb nutrients and provide habitat for wildlife

Planting of native aquatic vegetation behind a seawall (if present)

Water Savings

Low-flow or reduced flow plumbing for toilets, faucets, fountains

Flush-less urinals

Material Selection

Recycled products for picnic tables, benches, trash bins, playgrounds, restrooms partitions

Low or no VOC (volatile organic compound) paints, finishes and/or adhesives

Forest certified products if wood will be utilized

Pervious concrete, self-cleaning and environmental-clean concrete

No more that 10% impervious surface

Energy Efficiency

Energy efficient lighting

Passive or active solar concepts

Automatic or time controlled devices

Interpretation

Interpretive signage to highlight the use of efficient standards for energy and water conservation on site and/or use of native drought tolerant vegetation

[Remainder of page intentionally left blank]

EXHIBIT "B"
COUNTRY ESTATES FISHING HOLE II, OS-106 – PROJECT SCHEDULE
(to be inserted for the Project)

Parks for People Grant
Country Estates Fishing Hole Grant
Project Schedule

Task	Estimated Completion Date
Permit Site with Broward County	Completed
Permit Site with Army Corps of Engineers	May-12
Permit Site with South Florida Water Management District	May-12
Hire Architect	May-12
Hire General Contractor	Jul-12
Begin Construction on Phase I (P4P-10-04)	Sep-12
Begin Construction on Phase II	Sep-12
Complete Construction of Phase I	Mar-13
Complete Construction of Phase II	Apr-13

EXHIBIT "C"
PROJECT COST AND BUDGET
(CIP funding – Grant Request plus matching funds, itemized)

Country Estates Fishing Hole Parks for People Grant

Item	Quantity	Grant Cost	Town Match
Pervious Pavers Sidewalk		\$ 2,000.00	\$ -
	Total Sidewalk	\$ 2,000.00	\$ -
Restrooms			
Architecture			\$ 4,500.00
Site Work			\$ 1,500.00
Permitting			\$ 3,000.00
Structure	1	\$ -	\$50,000
Electric Service			\$3,000
W/C with Dual Flush Valves	2	\$ 1,300.00	\$ -
Urinals (waterless)	1	\$ 750.00	\$ -
Hand Dryer	2	\$ 2,800.00	\$ -
Drinking Fountain	2	\$ 1,750.00	\$ -
LED Lighting		\$ 1,200.00	
Paint, No VOC	30 Gallons	\$ 1,800.00	\$ -
Roofing Plywood	10 Sheets	\$ 300.00	\$ -
Roofing, Cement Tiles	400 SF	\$ 4,000.00	\$ -
Trash Receptacles	2	\$ 1,250.00	\$ -
Septic Tank & Drainfield	1	\$ -	\$ 6,000.00
Water Line Extension		\$ -	\$ 3,000.00
	Total Bathroom	\$ 15,150.00	\$ 71,000.00
Picnic Pavilion			
Site Work		\$ -	\$ 1,000.00
Structure - Recycled Materials	1	\$ 54,000.00	\$ -
Concrete Base		\$ -	\$ 3,000.00
Picnic Tables	2	\$ 2,600.00	\$ -
Trash Receptacles	2	\$ 1,250.00	\$ -
	Total Pavilion	\$ 57,850.00	\$ 4,000.00
	Total Project Cost	\$ 75,000.00	\$ 75,000.00

EXHIBIT "D"
REAL PROPERTY DOCUMENTS
(property title or leasehold interest - Per Article 1 – 1.1 Project Scope "A")

Parcel ID Number: 10925-02-00600

Grantee #1 TIN:

Grantee #2 TIN:

Warranty Deed

This Indenture, Made this 10th day of November, 2004 A.D., Between

Robert J. Binns, Trustee for the Robert J. Binns Revocable Trust
dated December 24, 2001

of the County of Broward, State of Florida, grantor, and

Town of Southwest Ranches, a political subdivision of the State of
Florida

whose address is: 6589 SW 160th Avenue, Southwest Ranches, FL 33331

of the County of Broward, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Broward State of Florida to wit:

See attached Exhibit "A".

Subject to restrictions, reservations and easements of record, if
any, and taxes for the year 2004 and subsequent years.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

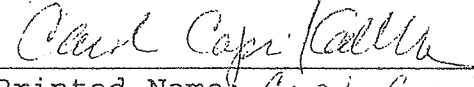
Signed, sealed and delivered in our presence:

Robert J. Binns, Trustee for the
Robert J. Binns Revocable
Trust dated December 24, 2001

By:  (Seal)

Robert J. Binns, Trustee
P.O. Address: 2861 N.E. 28 St., Fort Lauderdale, FL 33306

Printed Name: John C. Mallica
Witness


Printed Name: Carol Capri Kallicke
Witness

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10th day of November, 2004 by
Robert J. Binns, Trustee on behalf of said Florida trust

being in BROWARD County, Florida.

ALSO KNOWN AS:

All that portion of Tract 52 that lies South of the South Right-of-Way line of the South New River Canal and all of Tract 61, in Section 25, Township 50 South, Range 39 East, all of the above according to the Plat of "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 & SOUTH HALF OF SECTION 25, TOWNSHIP 50 S., RANGE 39 E.", as recorded in Plat Book 1, Page 63, of the Public Records of MIAMI-DADE County, Florida. Said lands situate, lying and being in BROWARD County, Florida.

LESS AND EXCEPT THEREFROM

PARCEL 121

A portion of Tract 52, of "EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 & SOUTH HALF OF SECTION 25, TOWNSHIP 50 S., RANGE 39 E.", according to the plat thereof, as recorded in Plat Book 1, Page 63, of the Public Records of MIAMI-DADE County, Florida and lying in Section 25, Township 50 South, Range 39 East, Broward County, Florida, conveyed to Broward County, Florida by virtue of Warranty Deed recorded in Official Records Book 20978, Page 952, of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said section 25;

Thence North 00°07'32" West along the East line of said Section 25 for 1156.60 feet;

Thence South 88°07'59" West along the South Right-of-Way line of the C-11 Canal for 1992.08 feet to the Point of Beginning;

Thence South 00°34'35" East for 26.19 feet;

Thence North 88°56'04" West for 179.42 feet;

Thence North 01°52'01" West for 17.00 feet;

Thence North 88°07'59" East along the South Right-of-Way line of the C-11 Canal for 179.78 feet to the Point of Beginning.



ENVIRONMENTAL PROTECTION and GROWTH MANAGEMENT DEPARTMENT

Natural Resources Planning & Management Division

Mailing Address: 115 South Andrews Avenue, Room 329H, Ft. Lauderdale, FL 33301
954-519-1270 • FAX 954-519-1496

March 26th, 2012

Erika Santamaria, CMC
Town Clerk
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL. 33330

Congratulations,

Enclosed is your signed grant agreements for Country Estates Fishing Hole II project through the Parks for People Grant Program.

You may commence any and all aspects of the reimbursable elements associated with the work to be undertaken at this park site. Please let us know when you have completed the work, and will be submitting paid invoices for reimbursement.

If you should have any questions along the way, please do not hesitate to contact a member of the Land Stewardship Program staff.

Thank you and we look forward to a successful and expedited project.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Burgess", is written over a large, stylized, light-colored graphic that resembles a signature or a large letter "B".

Don Burgess
Land Preservation Administrator

Broward County Board of County Commissioners

Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Chip LaMarca • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Barbara Sharief • Lois

Wexler
www.broward.org

BROWARD COUNTY
ENVIRONMENTAL PROTECTION and GROWTH MANAGEMENT
DEPARTMENT -
Natural Resources Planning & Mgmt. Division
115 South Andrews Avenue, Suite 329H
Fort Lauderdale, Florida 33301

Erika Santamaria, CMC
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