



# Southwest Ranches Town Council

## REGULAR MEETING Agenda of January 22, 2015

Southwest Ranches Council Chambers  
**7:00 PM THURSDAY**

13400 Griffin Road  
Southwest Ranches, FL 33330

**Mayor**  
Jeff Nelson  
  
**Vice-Mayor**  
Freddy Fisikelli

**Town Council**  
Steve Breitreuz  
Gary Jablonski  
Doug McKay

**Town Administrator**  
Andrew D. Berns  
  
**Town Financial  
Administrator**  
Martin Sherwood, CPA CGFO

**Town Attorney**  
Keith M. Poliakoff, J.D.  
  
**Town Clerk**  
Russell C. Muñiz, MMC

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

### 1. **Call to Order/Roll Call**

### 2. **Pledge of Allegiance**

### 3. **Public Comment**

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

### 4. **Board Reports**

### 5. **Council Member Comments**

### 6. **Legal Comments**

### 7. **Administration Comments**

### 8. **Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR \$478,000 TO COMPLETE THE GUARDRAIL IMPROVEMENTS ALONG STIRLING ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

### 9. **Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW THE TOWN'S ENTRANCEWAY SIGNS TO BE LOCATED WITHIN BROWARD COUNTY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- 10. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR \$243,000 TO EXTEND SW 190TH AVENUE FROM 49TH STREET TO GRIFFIN ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 11. Discussion** – Town Administrator/ Town Financial Administrator Annual Review
- 12. Approval of Minutes**
  - a.** Minutes for December 11, 2014 – Regular Meeting
- 13. Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall  
(954) 434-1490 Fax

**Town Council**  
**Jeff Nelson, Mayor**  
**Freddy Fisikelli, Vice Mayor**  
**Steve Breitkreuz, Council Member**  
**Gary Jablonski, Council Member**  
**Doug McKay, Council Member**

**Andy Berns, Town Administrator**  
**Keith M. Poliakoff, Town Attorney**  
**Russell Muñiz, MMC, Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Nelson and Town Council

**THRU:** Andy Berns, Town Administrator

**FROM:** Clete Saunier, P.E., Public Works Director

**DATE:** November 26, 2014

**SUBJECT: Florida Department of Transportation Agreement for Funding Stirling Road Guardrails**

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### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with the Florida Department of Transportation for the installation of guardrails along Stirling Road.

### **Background**

The Town was appropriated \$478,000 from the State Legislature for the installation of guardrails along Stirling Road. The entire project is estimated to cost \$612,993. The Town must enter into an agreement with the Florida Department of Transportation to begin the improvements. The work must be completed before December 31, 2016.

### **Fiscal Impact**

Funds are available in the Fiscal Year 2015 Municipal Transportation Fund account #101-5100-541-63320 (Infrastructure - Guardrails). A portion of the Town's match will also include design, bidding and permitting.

### **Staff Contact**

Clete Saunier, P.E., Public Works Director

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## **RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR \$478,000 TO COMPLETE THE GUARDRAIL IMPROVEMENTS ALONG STIRLING ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to install guardrails along Stirling Road; and

**WHEREAS**, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

**WHEREAS**, this project is specifically named in the FY 2013-2014 and FY 2014-2015 Town Budgets; and

**WHEREAS**, the Fiscal Year 2014-15 General Appropriations Act provided the Town with an appropriation of \$478,000 in the Economic Development Transportation Projects for guardrail installation on Stirling Road; and

**WHEREAS**, the Town is prepared to complete the Project at an estimated total cost of \$612,993; and

**WHEREAS**, these improvements must be completed by December 31, 2016; and

**WHEREAS**, the Town accepts the future maintenance and other attendant costs occurring after completion of the Project; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement with the State of Florida Department of Transportation under the terms and conditions set forth hereinafter.

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

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

**Section 2.** The Town Council hereby approves the Agreement between the Town of Southwest Ranches and the State of Florida Department of Transportation

providing for the installation of guardrails along Stirling Road as outlined in the Agreement attached hereto as Exhibit "A".

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

Nelson \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
McKay \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Jeff Nelson, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

112186864.1

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**ECONOMIC DEVELOPMENT TRANSPORTATION**  
**PROJECT FUND AGREEMENT**  
**(OFF-SYSTEM SPECIFIC APPROPRIATIONS)**

This Economic Development Transportation Project Fund Agreement (Off-System Specific Appropriation) ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the State of Florida, Department of Transportation ("FDOT") and Town of Southwest Ranches ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

A. The Fiscal Year 2014-15 General Appropriations Act, Chapter 2014-51, Laws of Florida, provides the Agency with an appropriation of \$478,000 from the amount in Specific Appropriation 1924, Economic Development Transportation Projects for Guardrail installation on Stirling Road from Hancock Road to Melaleuca Drive/SW 130<sup>th</sup> Ave.

B. This Agreement provides conditions necessary for the release of the funds appropriated to the Agency by Chapter 2014-51, Laws of Florida. The project is further described in **Exhibit "A"**, attached and incorporated in this Agreement ("Project").

C. The Agency is prepared to complete the Project at an estimated total cost of \$612,993.

D. FDOT is prepared to provide \$478,000 as noted in **Exhibit "B"**, attached and incorporated in this Agreement, toward the total cost of design and construction of the Project as more fully described in Section 6.0.

E. The Agency by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached as **Exhibit "C"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

**AGREEMENT**

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**1.0 RECITALS:** The recitals above are true and correct and are made a part of this Agreement.

**2.0 TERM:** The term of this Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2016, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

**3.0 COMMENCEMENT:** Unless terminated earlier, work on the Project shall commence no later than: the 1st day of April, 2015 or the issuance of the Notice to Proceed, whichever date is earlier (“Commencement Date”), and shall be completed on or before December 31, 2016. FDOT shall have the immediate right to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If work on the Project does not commence within four (4) years of the date Chapter 2014-51, Laws of Florida, became effective, this Agreement and the Project are immediately terminated.

**4.0 PROJECT DESCRIPTION:** The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Management Number 436040-1-58-01, and the quantifiable, measurable and verifiable units of deliverables are described more fully in **Exhibit “A”** which is incorporated in this Agreement.

**5.0 NOTICES AND APPROVALS:** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

**FDOT:**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
L. WETHERELL, PE  
DISTRICT 4 ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND  
COORDINATOR  
3400 W. COMMERCIAL BLVD  
FT LAUDERDALE, FL 33309  
PHONE (954) 777-4438  
FAX: (954) 777-4074**

**AGENCY:**

**TOWN OF SOUTHWEST RANCHES  
CLETE SAUNIER, PE  
PUBLIC WORKS DIRECTOR/TOWN ENGINEER  
13400 GRIFFIN RD  
SOUTHWEST RANCHES, FL 33330-2628  
PHONE: (954) 343-7444  
FAX: (954) 434-1490**

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**6.0 RELEASE OF FUNDS:** Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The Agency has agreed by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the Agency's system and such resolution is attached and incorporated in this Agreement as **Exhibit "C"**;

(b) The Agency shall certify to FDOT that the Agency's design consultant and/or construction contractor has secured the necessary permits. If the Agency fails to provide such certification to FDOT by June 30, 2015, FDOT may, at its discretion, terminate this Agreement;

(c) The Agency shall invoice FDOT quarterly or as noted in **Exhibit "A"** for actual costs incurred. The Agency shall review and approve all invoices, statements, or other related documents duly submitted to the Agency by the Agency's design consultant or construction contractor. Invoices shall be submitted by the Agency to FDOT in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in Paragraph 4.0 above and

**Exhibit “A”**. Deliverables must be received and accepted in writing by the pre-audit and approval by the Agency;

(d) Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4.0 and **Exhibit “A”** has been met;

(e) FDOT will pay the Agency, after receipt of a detailed invoice, an amount equal to the invoice received by the Agency from the Agency’s consultant or contractor. The Agency must certify on the invoice that the costs from the consultant or contractor are valid, reasonable, necessary, and allowable and the costs have been incurred by the consultant or contractor prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including a copy of the consultant’s or contractor’s invoice(s), to substantiate the cost on the invoice. Each invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous costs incurred by the consultant or contractor have been paid by the Agency to the consultant or contractor;

(f) Before using its own forces for any phase of the Project, the Agency shall provide FDOT with the opportunity to review and approve the qualifications of the Agency forces to be utilized. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead);

(g) The Agency shall provide to FDOT certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained; and

(h) Provide FDOT with written notification of either its intent to:

(i) Award the construction of the Project to a contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and regulations. The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the Project utilizing existing Agency employees, whose qualifications have been approved by FDOT, if the Agency can complete said Project within the time frame in Section 3.0 of this Agreement.

## **6.1 TRANSFER OF FUNDS:**

The Agency should be aware of the following time frames. Upon receipt, FDOT has 20 days to inspect and approve the goods and services. FDOT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to FDOT, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the

invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**6.2 USE OF FUNDS:** Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. The funds shall not be used for the purchase or planting of any landscaping, mitigation, the installation or relocation of utilities, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding. The Schedule of Funding, **Exhibit "B"**, is attached and incorporated in this Agreement.

**6.3 ASSURANCES:** As an inducement to the transfer of funds referred to in Section 6.1 above, the Agency certifies that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from FDOT. The Agency is liable for all costs in excess of the amount paid by FDOT.

**7.0 DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:**

(a) The Agency agrees to undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Agency.

(b) The Agency understands that it is responsible for the preparation of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project using the Agency's normal procurement procedures to perform the design services for the Project.

(c) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase of the Project. Any design work performed prior to the execution of this Agreement is not subject to reimbursement.



(d) The Agency will provide one (1) copy of the final signed and sealed design plans and signed and sealed specifications and final bid documents to FDOT's Construction Project Manager prior to commencing construction of the Project. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Diana Serrano, at (954) 958-7583 or an appointed designee. Any construction work performed prior to the issuance of the Notice to Proceed for construction is not subject to reimbursement.

(e) The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project.

(f) The Agency shall hire a qualified CCEI to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

(g) The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

(h) The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency standards.

(i) Upon completion of the work authorized by this Agreement, the Agency shall notify FDOT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as **Exhibit "D"**. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of

all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from FDOT in advance of the deviation being constructed.

(j) The Agency must submit the final invoice to FDOT within one hundred eighty (180) days after the final acceptance of the Project or it may not be paid.

(k) Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in **Exhibit “C”**. The terms of this provision shall survive the termination of this Agreement and may be enforced by FDOT.

**8.0 AVAILABILITY OF FUNDS:** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**9.0 TERMINATION OF AGREEMENT:** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall return funds in accordance with Section 10.0 of this Agreement within thirty (30) days of the termination of this Agreement.

**9.1 TERMINATION REPORT:** Upon termination prior to the expiration of this Agreement, the Agency will provide the following:

(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; and (ii) the balance of any unexpended Project funds.

**10.0 EXPENDITURES IN VIOLATION OF AGREEMENT:** Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of FDOT's rights as the funding agency to verify all information at a later date by audit or investigation.

**11.0 LEGAL REQUIREMENTS:**

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

**12.0 PUBLIC ENTITY CRIME:** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

**13.0 UNAUTHORIZED ALIENS:** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for immediate termination of this Agreement.

**14.0 NON-DISCRIMINATION:** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

**15.0 ATTORNEY FEES:** Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

**16.0 TRAVEL:** There shall be no reimbursement for travel expenses under this Agreement.

**17.0 PRESERVATION OF REMEDIES:** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

**18.0 AUDIT AND MONITORING REQUIREMENTS:**

(a) The administration of resources awarded by FDOT to the Agency may be subject to audits and/or monitoring by FDOT, as described in this section. In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by FDOT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the FDOT. In the event the FDOT determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by FDOT staff regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

(b) The Agency, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, is required to have audits performed annually using the following criteria:

i. In the event that the Agency expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of the Agency, the Agency must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes;

applicable rules of the Executive Office of the Governor and the state CFO; and Chapters 10.550 (Agency entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **Exhibit “E”** to this Agreement indicates state financial assistance awarded through FDOT by this Agreement. In determining the state financial assistance expended in its fiscal year, the Agency shall consider all sources of state financial assistance received from FDOT, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (Agency entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

iii. If the Agency expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Agency expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-state entity’s resources (i.e., the cost of such an audit must be paid from Agency’s resources obtained from other than State entities).

iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

v. The Agency shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

vi. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved. Access to project records and audit work papers shall be given to FDOT, the state CFO, and the Auditor General. This section does not limit the authority of FDOT to conduct or arrange for the conduct of additional audits or evaluations of state financial

assistance or limit the authority of any other state official.

vii. Copies of financial reporting packages, reports, or management letters required by this Agreement shall be submitted by or on behalf of the Agency directly to the following offices:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450

viii. Any reports, management letter, or other information required to be submitted to FDOT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Agency, when submitting financial reporting packages to FDOT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

x. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the FDOT, or its designee, the state CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the FDOT, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the FDOT.

(c) The Agency must include the audit and record keeping requirements in this Section 18.0 in contracts and subcontracts entered into by the Agency with any party for work required in the

performance of this Agreement.

(d) The Agency shall, three (3) months after the date of execution of this Agreement and every three (3) months thereafter, provide FDOT with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed and whether the work is proceeding according to the project schedule; a description of any change orders executed by the Agency with prior written approval by FDOT, preceding the change orders; a budget summary detailing planned expenditures compared to actual expenditures; and identification of each small, women-owned or minority business enterprise used as contractors or subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the Agency and payments made pursuant to such orders, shall be maintained by the Agency in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(e) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to FDOT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to FDOT upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by FDOT for a proper audit of costs.

**19.0 LOBBYING:** Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**20.0 MINORITY VENDORS:** The Agency is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Agency shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter



for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Agency shall submit a statement to this effect.

**21.0 INDEMNITY AND INSURANCE:**

(a) The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

(b) The Agency shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

(c) The Agency shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

**22.0 MODIFICATION OF AGREEMENT:** In the event the Agency desires to modify any of the terms and conditions of this Agreement, the Agency shall make such request for modification in writing to FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is

made after the expiration of the above referenced date, FDOT shall have the right to immediately terminate this Agreement.

**23.0 E-VERIFY:** The Agency:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

(b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**24.0 NON-ASSIGNMENT:** The Agency shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**25.0 ENTIRE AGREEMENT:** This instrument embodies the entire Agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

**26.0 DUPLICATE ORIGINALS:** This Agreement may be executed in duplicate originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

State of Florida, Department of Transportation

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Legal Review:

\_\_\_\_\_

See attached Encumbrance Form for date of  
funding approval by Comptroller

AGENCY

Town of Southwest Ranches

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

As approved by the Board on:

\_\_\_\_\_

Attest: \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Town Attorney

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**EXHIBIT “A”**  
**SCOPE OF SERVICES**

**Financial Management Number: 436040-1-58-01**

**Design and construction of Guardrail installation on Stirling Road from Hancock Road to Melaleuca  
Drive/SW 130<sup>th</sup> Ave**

**All work is within the Town’s right-of-way**

**EXHIBIT “B”**  
**SCHEDULE OF FUNDING**  
**Financial Management Number: 436040-1-58-01**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
436040-1	STTF	15	55.032	Economic Development Transportation Projects – Road Fund	\$478,000	088865
Total Award					\$478,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

**EXHIBIT “C”**  
**AGENCY RESOLUTION**

**EXHIBIT “D”**  
**NOTICE OF COMPLETION AND ENGINEER’S CERTIFICATION OF COMPLIANCE**

**NOTICE OF COMPLETION**

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Town of Southwest Ranches

PROJECT DESCRIPTION: Guardrail installation on Stirling Road from Hancock Road to Melaleuca  
Drive/SW 130<sup>th</sup> Ave

FINANCIAL MANAGEMENT ID#4360340-1-58-01

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**ENGINEER’S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of “as-built” plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_





Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall  
(954) 434-1490 Fax

**Town Council**  
**Jeff Nelson, Mayor**  
**Freddy Fisikelli, Vice Mayor**  
**Steve Breitreuz, Council Member**  
**Gary Jablonski, Council Member**  
**Doug McKay, Council Member**

**Andy Berns, Town Administrator**  
**Keith M. Poliakoff, Town Attorney**  
**Russell Muniz, MMC, Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Nelson and Town Council

**THRU:** Andy Berns, Town Administrator

**FROM:** Emily McCord Aceti, Community Services Coordinator

**DATE:** January 21, 2015

**SUBJECT: Revocable License Agreements with Broward County for  
Entranceway Signage Along Griffin Road**

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### **Recommendation**

To allow for Council approval of Revocable License Agreements with Broward County for entranceway signage in the Griffin Road median.

### **Background**

The revocable license agreements provide the Town of Southwest Ranches the use and occupancy of portions of road right-of-way owned by Broward County for entranceway signage. The signs will be installed in accordance with the Broward County right-of-way use permit. The agreement provides that the Town maintain the signs.

The signs have been manufactured by PHI Construction, Inc. and are ready for installation once the Broward County right-of-way use permit is issued. The Rural Public Arts Board decided on the following locations:

- SW 130<sup>th</sup> Avenue (sign already installed)
- SW 148<sup>th</sup> Avenue
- SW 205<sup>th</sup> Avenue

The sign proposed for SW 160<sup>th</sup> Avenue has been removed from this item.

### **Fiscal Impact**

None.

### **Staff Contact**

Emily McCord Aceti, Community Services Coordinator

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## **RESOLUTION**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW THE TOWN'S ENTRANCEWAY SIGNS TO BE LOCATED WITHIN BROWARD COUNTY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Southwest Ranches has applied for right-of-way use permits for the installation of three signs to identify the entrance to the Town of Southwest Ranches; and

**WHEREAS**, the three signs will be constructed in median of Griffin Road near SW 130<sup>th</sup> Avenue, SW 148<sup>th</sup> Avenue, and SW 205<sup>th</sup> Avenue, which is road right-of-way owned and maintained by Broward County; and

**WHEREAS**, Revocable License Agreements are required in order to obtain a right-of-way use permit from Broward County; and

**WHEREAS**, both Broward County and the Town desire to execute a formal Revocable License Agreement, to allow the Town to utilize Broward County's right-of-way for the signs; and

**WHEREAS**, the Revocable License Agreement provides that the Town must maintain the sign; and

**WHEREAS**, the Town Council believes that the Revocable License Agreement is in the best interest of the health, safety, and welfare of its residents.

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

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

**Section 2: Authorization.** The Town Council hereby approves the Revocable License Agreement between the Town and Broward County to allow signs to be located with Broward County's right-of-way, in substantially the same form as that attached hereto as Exhibit "A".

**Section 3: Approval.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to execute the Revocable License Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such

modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

**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 \_\_\_\_ day of \_\_\_\_\_, 2015, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Nelson \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
McKay \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Jeff Nelson, Mayor

Attest:

\_\_\_\_\_  
Russell Muniz, MMC, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

**REVOCABLE LICENSE AGREEMENT**

**Between**

**BROWARD COUNTY**

**And**

**TOWN OF SOUTHWEST RANCHES**

**FOR**

**NON-EXCLUSIVE ACCESS AND USE OF COUNTY RIGHT-OF-WAY**  
**GRIFFIN ROAD**

THIS IS AN AGREEMENT made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

and

TOWN OF SOUTHWEST RANCHES, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as the "LICENSEE," (collectively referred to as the "Parties").

WHEREAS, GRIFFIN ROAD between SW 128TH AVENUE and SW 130TH AVENUE is a Broward County roadway within the municipal limits of the LICENSEE (the "Roadway"); and

WHEREAS, LICENSEE seeks the non-exclusive access and use, as more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, within a portion of COUNTY's Roadway right-of-way; and

WHEREAS, COUNTY is willing to permit the LICENSEE the non-exclusive access and use of a portion of the Roadway right-of-way described in Exhibit "B," attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Parties have agreed to enter into this Revocable License Agreement in relation to the access and use of the Property, as provided below; NOW, THEREFORE,

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

1. The above recitals and representations are true and correct and are incorporated herein.

2. DESCRIPTION OF PROPERTY. That portion of the Roadway right-of-way as more specifically described in Exhibit "B," attached hereto and incorporated herein (the "Property").
3. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Article 12 herein below.
4. USE OF PROPERTY. COUNTY hereby grants to LICENSEE the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet COUNTY minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

**PLEASE CHECK THE APPROPRIATE BOX BELOW**

- ☐ Landscaping, irrigation, and hardscape.
- ☒ Monument sign.
- ☐ Other (explain): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- 4.1 LICENSEE shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to the Broward County Highway Construction and Engineering Division at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from the Director, Broward County Highway Construction and Engineering Division (the "Director"). The landscaping plans shall incorporate a minimum fifty percent (50%) native species by plant types (i.e. canopy tree, palm tree, and shrub) and, together with the schedule for the ongoing maintenance, shall comply with the Broward County Naturescape program and Florida-Friendly Landscaping principles.
- 4.2 LICENSEE shall notify the Director within five (5) days after installation of the improvements. The Director may require LICENSEE to reinstall or remove

the improvements, if the improvements or use do not comply with this Agreement or the approved plans.

- 4.3 COUNTY, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if LICENSEE is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
  - 4.4 Any replacement of the improvements by LICENSEE shall require the prior submittal of plans and approval by the Director, consistent with the requirements under Sections 4.1 and 4.2, above.
  - 4.5 The obligations of LICENSEE as set forth in this Agreement may be performed by LICENSEE through the use of its employees, or LICENSEE may enter into a contract with a third party to perform the services. In the event LICENSEE contracts with a third party, LICENSEE shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.
5. COMPENSATION. No payment to COUNTY shall be made by LICENSEE for the privileges granted in this Agreement.
  6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the COUNTY. Should LICENSEE attempt to do so, then this Agreement shall terminate immediately, without prior notice to LICENSEE.
  7. DAMAGE TO PROPERTY. LICENSEE shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by LICENSEE upon the Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
  8. INDEMNIFICATION OF COUNTY.
    - 8.1 LICENSEE is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. To the extent permitted by law, LICENSEE specifically agrees to indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, related to the placement, maintenance, or repair of the improvements within the Property. 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 LICENSEE to be sued by third parties in any matter arising out of this Agreement or any other contract.

- 8.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include the following provisions:

8.2.1 Indemnification: LICENSEE's contractor shall indemnify and hold harmless COUNTY, its officers, agents, 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 intentionally wrongful conduct of LICENSEE's contractor, and other persons employed or utilized by LICENSEE's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, LICENSEE's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate LICENSEE'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 subsection 8.2.1 above which may be brought against COUNTY, whether services were performed by LICENSEE's contractor or persons employed or utilized by LICENSEE's contractor.

- 8.3 The provisions of this article shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE.

9.1 LICENSEE shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if LICENSEE elects to purchase excess liability coverage, LICENSEE agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

9.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:



9.2.1 Insurance: LICENSEE's contractor shall keep and maintain, at contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "C," and specifically protect COUNTY by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.

9.2.2 LICENSEE's contractor, upon request, shall furnish to the COUNTY, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement.

9.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of LICENSEE's contractor is completed.

10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. LICENSEE shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the approved plans as shown in Exhibit "A," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.

11. SECURITY. (Check one)

☐ LICENSEE is obligated to maintain with the COUNTY adequate security in the form of a cash bond or letter of credit in the amount of \$\_\_\_\_\_ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.

☒ There is no obligation for security as part of this Revocable License Agreement.

12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by COUNTY, through the Broward County Board of County Commissioners or the Broward County Administrator, with or without cause and at any time during the term hereof, upon thirty (30) days written notice to LICENSEE. It is expressly understood by the Parties that LICENSEE is receiving from COUNTY a revocable license which may be terminated at any time by COUNTY for any or no cause whatsoever.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the COUNTY, or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the COUNTY, in writing, authorizes LICENSEE to leave the improvements on the Property. COUNTY shall have no obligation to move, reinstall, replace, or in any way compensate LICENSEE for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the improvements, or the removal of the same by COUNTY upon failure of the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the Director, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the improvements.

14. WAIVER. Failure of the COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Article 22 below.

15. 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 sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement 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 article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

For LICENSEE:

Andrew Berns, Town Administrator

13400 Griffin Road

Southwest Ranches, Florida 33330

16. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations relating to the use of the Property.
18. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
19. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
20. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

21. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
22. 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 COUNTY and LICENSEE.
23. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-Officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
(Date)  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

\_\_\_\_\_  
Deputy County Attorney

8/8/14  
RLA(Municipal-general)\_vFORM(2014-0808)

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY  
AND TOWN OF SOUTHWEST RANCHES FOR  
NON-EXCLUSIVE ACCESS AND USE OF  
A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

TOWN OF SOUTHWEST RANCHES,  
a Florida municipal corporation

ATTEST:

By: \_\_\_\_\_  
Jeff Nelson, Mayor

\_\_\_\_\_  
Russell Muñiz, Town Clerk

By: \_\_\_\_\_  
Andrew Berns, Town Administrator

Approved as to Form and Correctness

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2015, by JEFF NELSON, as Mayor and ANDREW BERNS, as Town Administrator for the  
Town of Southwest Ranches, who are personally known to me, or produced  
\_\_\_\_\_ as identification, and he/she did/did not take an oath.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name of Notary

112203937.1

-10-

Municipal Standard Form RLA  
(8-8-14)

EXHIBIT "A"

To REVOCABLE LICENSE AGREEMENT

TO BE PROVIDED BY EMILY MCCORD

Paragraph detailing the licensed use and improvements and maintenance thereof;  
together with a reduced copy of the approved plans OR a reference to the  
Permit/Plan set on file with HCED.

## Exhibit A

### I. PROJECT DESCRIPTION

The project consists of installing an entranceway sign along Griffin Road. The entranceway sign has an aesthetic design meeting the rural lifestyle of the Town of Southwest Ranches. The sign incorporates the Town's seal.

### II. LOCATIONS

The Town installed the entranceway sign in the grassed median of Griffin Road (CR 818) near SW 130<sup>th</sup> Avenue as per permit #\_\_\_\_\_. Please see the attached survey in Exhibit B for the exact location.

### III. PLACEMENT

The Town entranceway sign was placed in the median at least ten feet from the back of the existing Type "F" curb of the median, exceeding the typical six feet horizontal clearance. The sign is within a 10'x20' designated area in the median. The bottom member of the sign is between 3.5 feet to 4.0 feet above the road. It is anticipated that the existing landscaping in the median will not be disturbed.

The sign panel is three feet wide by four and a half feet high (face area is approximately 12 square feet) and approximately 8.5 feet above the existing ground or top of the existing curb. The sign posts are 3.5 inches round aluminum material with 3/16 inch thick walls. The sign posts was installed on two feet diameter class I concrete at three feet depth. The installation will meet the requirement for 130 MPH wind speed per FDOT Index No. 11860. Solar lighting is a part of this permit request.

### IV. MAINTENANCE

The Town of Southwest Ranches will be responsible for the maintenance of the Town entranceway sign and the installed low landscaping around the sign in accordance with the Revocable License Agreement. All landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County Naturescape program and Florida Friendly Landscaping principles.

### V. CONSTRUCTION SCHEDULE

PHI Construction, Inc. constructed and installed the sign for the Town of Southwest Ranches. A Broward County Inspector attended a pre-construction meeting, was notified of the construction schedule, and performed the final inspection.



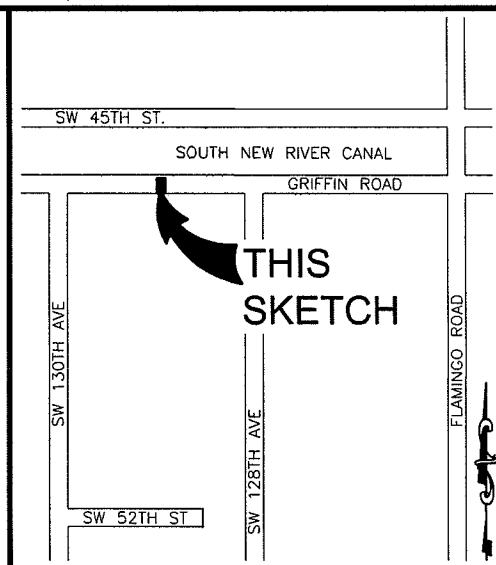


### LEGAL DESCRIPTION:

A EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF GRIFFIN ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PERMONT ESTATES I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGE 193 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, THENCE NORTH 88°29'05" EAST, ALONG THE NORTH LINE OF SAID PLAT, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD, 277.78 FEET; THENCE DEPARTING SAID NORTH AND SOUTH LINE, NORTH 01°30'55" WEST, 78.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°09'00" EAST, 10.00 FEET; THENCE NORTH 02°51'00" WEST, 20.00 FEET; THENCE SOUTH 87°09'00" WEST, 10.00 FEET; THENCE SOUTH 02°51'00" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY FLORIDA, AND CONTAINING 200 SQUARE FEET MORE OR LESS.



**LOCATION MAP:**  
NOT TO SCALE

### SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF PLAT, PERMONT ESTATES I, PLAT BOOK 178, PAGE 193, BROWARD COUNTY RECORDS WITH AN ASSUMED BEARING OF NORTH 88°29'05" EAST.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 60' OR SMALLER.

### CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS SURVEYED UNDER MY DIRECTION ON DECEMBER 2, 2014 MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS

MICHAEL M. MOSSEY  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION No. 5660  
STATE OF FLORIDA

### **SKETCH & DESCRIPTION**

SIGN EASEMENT  
A PORTION OF GRIFFIN ROAD

TOWN OF SOUTHWEST RANCHES  
BROWARD COUNTY FLORIDA

**KEITH**  
ASSOCIATES, INC.  
consulting engineers  
301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 08711.03 SKETCH & DESC.DWG

DATE 12/11/14

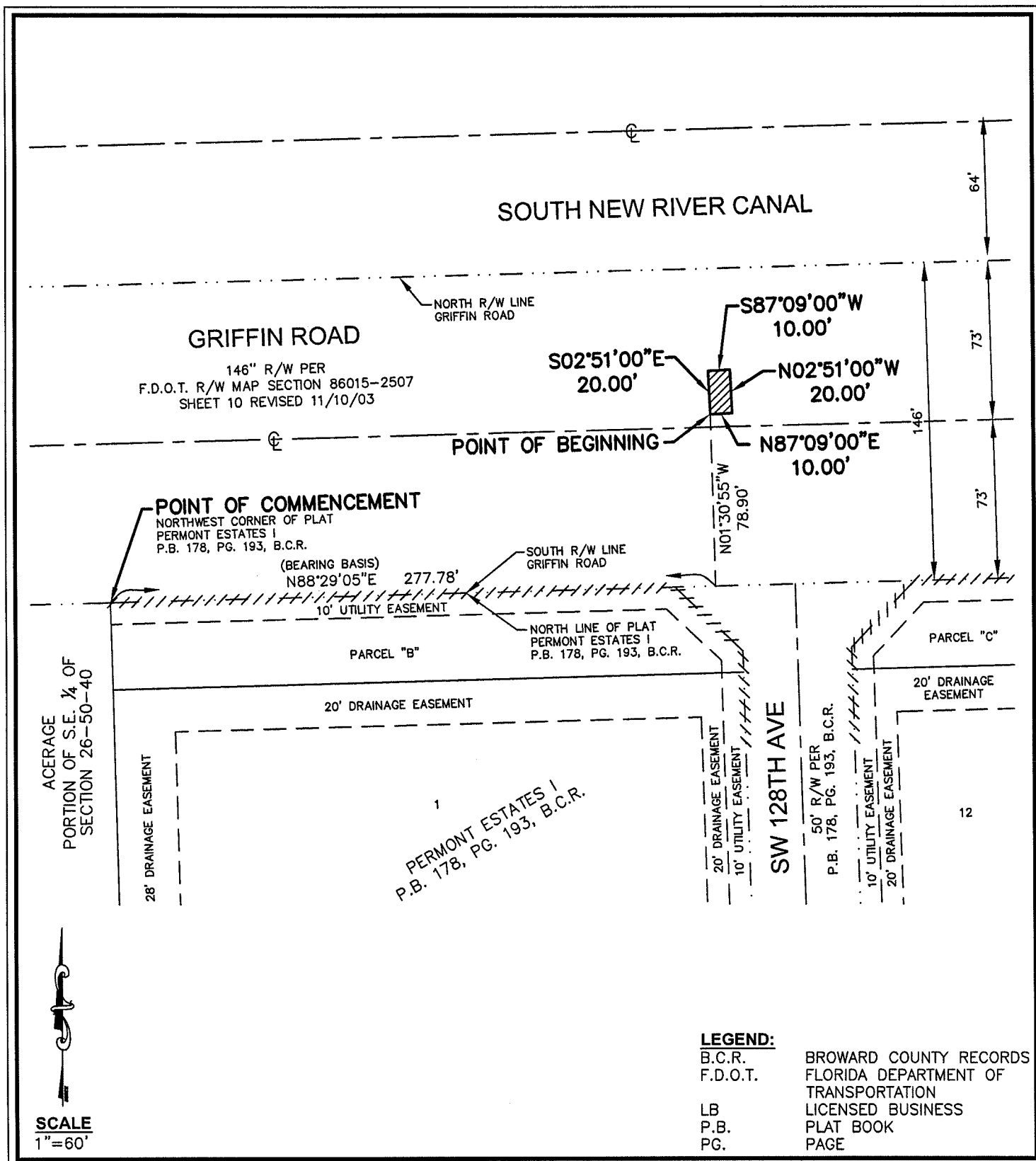
SCALE 1"=60'

FIELD BK. 642-01

DWNG. BY DDB

CHK. BY MMM

DATE REVISIONS




<div>SKETCH &amp; DESCRIPTION</div> <div>SIGN EASEMENT A PORTION OF GRIFFIN ROAD</div> <div>TOWN OF SOUTHWEST RANCHES BROWARD COUNTY FLORIDA</div>	<div><div>KEITH</div><div>ASSOCIATES INC</div><div>consulting engineers</div><div>301 EAST ATLANTIC BOULEVARD POMPAHO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: mail@keith-associates.com LB NO. 6860</div></div> <div>SHEET 2 OF 2</div> <div>DRAWING NO. 08711.03 SKETCH &amp; DESC.DWG</div>	<div>DATE 12/11/14</div> <div>SCALE 1"=60'</div> <div>FIELD BK. 642-01</div> <div>DWG. BY DDB</div> <div>CHK. BY MMM</div>	<table><tr><th>DATE</th><th>REVISIONS</th></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>	DATE	REVISIONS												
DATE	REVISIONS																

### Exhibit C

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b> <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury  Property Damage  Combined single limit Bodily Injury & Property Damage  Personal Injury	\$ 500 k   \$ 500 k	\$ 1 mil   \$ 1 mil
<b>BUSINESS AUTO LIABILITY</b> <b>COMPREHENSIVE FORM</b>  <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)  Bodily Injury (each accident)  Property Damage  Combined single limit Bodily Injury & Property Damage	\$ 500 k   \$ 500 k	
<b>EXCESS/UMBRELLA LIABILITY</b> <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required		
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b> <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS  (each accident)	<b>STATUTORY</b>  \$ 100 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> <b>POLLUTION LIABILITY OR</b> <b>ENVIRONMENTAL IMPAIRMENT LIABILITY</b> <b>WITH CLEAN-UP COSTS</b>	(each accident)  Extended coverage period		
<input type="checkbox"/> <b>BUILDER'S RISK (PROPERTY)</b>  <b>"ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k  <b>DED for WIND or WIND &amp; FLOOD not to            exceed 5% of completed value</b>  CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed            Value            form</b>
<input type="checkbox"/> <b>Installation floater</b> Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible:  CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	<b>Completed            Value            form</b>
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY AND CITY ARE LISTED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY.			
<b>REFERENCE:</b>			
<b>CERTIFICATE HOLDER:</b> <b>Broward County</b> 115 South Andrews Avenue Fort Lauderdale, FL 33301			

Revised 2013

CERTIFICATE OF COVERAGE			
Certificate Holder  BROWARD COUNTY 115 SOUTH ANDREWS AVENUE FORT LAUDERDALE, FL 33401		Administrator  Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065	
Issue Date 12/4/14			
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 1205		COVERAGE PERIOD: FROM 10/1/14	COVERAGE PERIOD: TO 10/1/15 12:01 AM STANDARD TIME
<b>TYPE OF COVERAGE - LIABILITY</b>  <b>General Liability</b>  <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury  <input checked="" type="checkbox"/> Errors and Omissions Liability  <input checked="" type="checkbox"/> Employment Practices Liability  <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability  <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability  <input checked="" type="checkbox"/> Broad Form Property Damage  <input type="checkbox"/> Law Enforcement Liability  <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard  <b>Limits of Liability</b>  * Combined Single Limit  Deductible N/A  <b>Automobile Liability</b>  <input checked="" type="checkbox"/> All owned Autos (Private Passenger)  <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger)  <input checked="" type="checkbox"/> Hired Autos  <input checked="" type="checkbox"/> Non-Owned Autos  <b>Limits of Liability</b>  * Combined Single Limit  Deductible N/A		<b>TYPE OF COVERAGE - PROPERTY</b>  <input type="checkbox"/> <b>Buildings</b> <div><input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form</div> <input type="checkbox"/> <b>Personal Property</b> <div><input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form</div> <input type="checkbox"/> Agreed Amount <input type="checkbox"/> Deductible N/A <input type="checkbox"/> Coinsurance N/A <input type="checkbox"/> Blanket <input type="checkbox"/> Specific <input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value  <b>Limits of Liability on File with Administrator</b>  <b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability <div>\$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease</div> <input type="checkbox"/> Deductible N/A <input type="checkbox"/> SIR Deductible N/A	
<b>Automobile/Equipment - Deductible</b>  <input checked="" type="checkbox"/> Physical Damage      Per Schedule - Comprehensive - Auto      Per Schedule - Collision - Auto      NA - Miscellaneous Equipment			
<b>Other</b>  * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 for General Liability and \$2,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
<b>Description of Operations/Locations/Vehicles/Special Items</b>  RE: Revocable License Agreement - Entranceway Signs: 1. Rolling Oaks entranceway sign at SW 178th and Griffin Road, 2. SW 130th Avenue, 3. SW 148th Avenue, 4. SW 160th Avenue and 5. SW 205th Avenue  The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
<b>Designated Member</b>  Town of Southwest Ranches 13400 Griffin Road Southwest Ranches FL 33330-2628		<b>Cancellations</b>  SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.   <hr/> AUTHORIZED REPRESENTATIVE	
		Page 46	

**REVOCABLE LICENSE AGREEMENT**

**Between**

**BROWARD COUNTY**

**And**

**TOWN OF SOUTHWEST RANCHES**

**FOR**

**NON-EXCLUSIVE ACCESS AND USE OF COUNTY RIGHT-OF-WAY**  
**GRIFFIN ROAD**

THIS IS AN AGREEMENT made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

and

TOWN OF SOUTHWEST RANCHES, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as the "LICENSEE," (collectively referred to as the "Parties").

WHEREAS, GRIFFIN ROAD between SW 142nd AVENUE and SW 148th AVENUE is a Broward County roadway within the municipal limits of the LICENSEE (the "Roadway"); and

WHEREAS, LICENSEE seeks the non-exclusive access and use, as more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, within a portion of COUNTY's Roadway right-of-way; and

WHEREAS, COUNTY is willing to permit the LICENSEE the non-exclusive access and use of a portion of the Roadway right-of-way described in Exhibit "B," attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Parties have agreed to enter into this Revocable License Agreement in relation to the access and use of the Property, as provided below; NOW, THEREFORE,

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

1. The above recitals and representations are true and correct and are incorporated herein.

2. DESCRIPTION OF PROPERTY. That portion of the Roadway right-of-way as more specifically described in Exhibit "B," attached hereto and incorporated herein (the "Property").
3. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Article 12 herein below.
4. USE OF PROPERTY. COUNTY hereby grants to LICENSEE the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet COUNTY minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

**PLEASE CHECK THE APPROPRIATE BOX BELOW**

- ☐ Landscaping, irrigation, and hardscape.
- ☒ Monument sign.
- ☐ Other (explain): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- 4.1 LICENSEE shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to the Broward County Highway Construction and Engineering Division at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from the Director, Broward County Highway Construction and Engineering Division (the "Director"). The landscaping plans shall incorporate a minimum fifty percent (50%) native species by plant types (i.e. canopy tree, palm tree, and shrub) and, together with the schedule for the ongoing maintenance, shall comply with the Broward County Naturescape program and Florida-Friendly Landscaping principles.
- 4.2 LICENSEE shall notify the Director within five (5) days after installation of the improvements. The Director may require LICENSEE to reinstall or remove

the improvements, if the improvements or use do not comply with this Agreement or the approved plans.

- 4.3 COUNTY, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if LICENSEE is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
- 4.4 Any replacement of the improvements by LICENSEE shall require the prior submittal of plans and approval by the Director, consistent with the requirements under Sections 4.1 and 4.2, above.
- 4.5 The obligations of LICENSEE as set forth in this Agreement may be performed by LICENSEE through the use of its employees, or LICENSEE may enter into a contract with a third party to perform the services. In the event LICENSEE contracts with a third party, LICENSEE shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.
5. COMPENSATION. No payment to COUNTY shall be made by LICENSEE for the privileges granted in this Agreement.
6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the COUNTY. Should LICENSEE attempt to do so, then this Agreement shall terminate immediately, without prior notice to LICENSEE.
7. DAMAGE TO PROPERTY. LICENSEE shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by LICENSEE upon the Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
8. INDEMNIFICATION OF COUNTY.
  - 8.1 LICENSEE is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. To the extent permitted by law, LICENSEE specifically agrees to indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, related to the placement, maintenance, or repair of the improvements within the Property. 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 LICENSEE to be sued by third parties in any matter arising out of this Agreement or any other contract.

- 8.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include the following provisions:

8.2.1 Indemnification: LICENSEE's contractor shall indemnify and hold harmless COUNTY, its officers, agents, 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 intentionally wrongful conduct of LICENSEE's contractor, and other persons employed or utilized by LICENSEE's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, LICENSEE's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate LICENSEE'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 subsection 8.2.1 above which may be brought against COUNTY, whether services were performed by LICENSEE's contractor or persons employed or utilized by LICENSEE's contractor.

- 8.3 The provisions of this article shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE.

9.1 LICENSEE shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if LICENSEE elects to purchase excess liability coverage, LICENSEE agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

9.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:



9.2.1 Insurance: LICENSEE's contractor shall keep and maintain, at contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "C," and specifically protect COUNTY by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.

9.2.2 LICENSEE's contractor, upon request, shall furnish to the COUNTY, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement.

9.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of LICENSEE's contractor is completed.

10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. LICENSEE shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the approved plans as shown in Exhibit "A," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.

11. SECURITY. (Check one)

☐ LICENSEE is obligated to maintain with the COUNTY adequate security in the form of a cash bond or letter of credit in the amount of \$\_\_\_\_\_ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.

☒ There is no obligation for security as part of this Revocable License Agreement.

12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by COUNTY, through the Broward County Board of County Commissioners or the Broward County Administrator, with or without cause and at any time during the term hereof, upon thirty (30) days written notice to LICENSEE. It is expressly understood by the Parties that LICENSEE is receiving from COUNTY a revocable license which may be terminated at any time by COUNTY for any or no cause whatsoever.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the COUNTY, or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the COUNTY, in writing, authorizes LICENSEE to leave the improvements on the Property. COUNTY shall have no obligation to move, reinstall, replace, or in any way compensate LICENSEE for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the improvements, or the removal of the same by COUNTY upon failure of the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the Director, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the improvements.

14. WAIVER. Failure of the COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Article 22 below.

15. 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 sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement 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 article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

For LICENSEE:

Andrew Berns, Town Administrator

13400 Griffin Road

Southwest Ranches, Florida 33330

16. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations relating to the use of the Property.
18. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
19. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
20. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

21. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
22. 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 COUNTY and LICENSEE.
23. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-Officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
(Date)  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

\_\_\_\_\_  
Deputy County Attorney

8/8/14  
RLA(Municipal-general)\_vFORM(2014-0808)

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY  
AND TOWN OF SOUTHWEST RANCHES FOR  
NON-EXCLUSIVE ACCESS AND USE OF  
A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

TOWN OF SOUTHWEST RANCHES,  
a Florida municipal corporation

ATTEST:

By: \_\_\_\_\_  
Jeff Nelson, Mayor

\_\_\_\_\_  
Russell Muñiz, Town Clerk

By: \_\_\_\_\_  
Andrew Berns, Town Administrator

Approved as to Form and Correctness

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2015, by JEFF NELSON, as Mayor and ANDREW BERNS, as Town Administrator for the  
Town of Southwest Ranches, who are personally known to me, or produced  
\_\_\_\_\_ as identification, and he/she did/did not take an oath.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name of Notary

112203937.1

-10-

Municipal Standard Form RLA  
(8-8-14)

EXHIBIT "A"

TO REVOCABLE LICENSE AGREEMENT

TO BE PROVIDED BY EMILY MCCORD

Paragraph detailing the licensed use and improvements and maintenance thereof;  
together with a reduced copy of the approved plans OR a reference to the  
Permit/Plan set on file with HCED.

## Exhibit A

### I. PROJECT DESCRIPTION

The project consists of installing an entranceway sign along Griffin Road. The entranceway sign has an aesthetic design meeting the rural lifestyle of the Town of Southwest Ranches. The sign incorporates the Town's seal.

### II. LOCATIONS

The Town is requesting the entranceway sign in the grassed median of Griffin Road (CR 818) near SW 148<sup>th</sup> Avenue. Please see the attached survey in Exhibit B for the exact location.

### III. PLACEMENT

The Town entranceway sign will be placed in the median at least ten feet from the back of the existing Type "F" curb of the median, exceeding the typical six feet horizontal clearance. The signs will be within a 10'x20' designated area in the median. The bottom member of the signs will be between 3.5 feet to 4.0 feet above the road. It is anticipated that the existing landscaping in the median will not be disturbed.

The sign panel is three feet wide by four and a half feet high (face area is approximately 12 square feet) and approximately 8.5 feet above the existing ground or top of the existing curb. The sign posts are 3.5 inches round aluminum material with 3/16 inch thick walls. The sign posts will be installed on two feet diameter class I concrete at three feet depth. The installation will meet the requirement for 130 MPH wind speed per FDOT Index No. 11860. Solar lighting is a part of this permit request.

### IV. MAINTENANCE

The Town of Southwest Ranches will be responsible for the maintenance of the Town entranceway signs and the proposed low landscaping around the signs in accordance with the Revocable License Agreement. All landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County Naturescape program and Florida Friendly Landscaping principles.

### V. CONSTRUCTION SCHEDULE

The construction of the sign will commence upon receipt of the Broward County Construction in the Public Right-of-Way permit (# \_\_\_\_\_). PHI Construction, Inc. has been hired to construct and install the signs for the Town of Southwest Ranches. A Broward County Inspector will be requested to attend a pre-construction meeting and will be notified of the construction schedule.

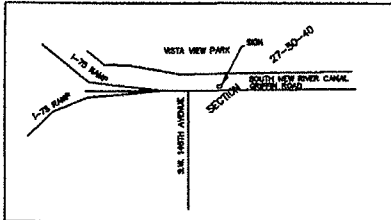


## DESCRIPTION: (LIMITS OF MAINTENANCE)

A PORTION OF THE RIGHT-OF-WAY FOR GRIFFIN ROAD DESCRIBED IN OFFICIAL RECORDS BOOK 1118, PAGE 438 BROWARD COUNTY RECORDS, LYING IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 40 EAST DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A OF "CHURCH OF CHRIST GRIFFIN ROAD" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ON A NORTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT A, NORTH 00°00'00" EAST 35.00 FEET; THENCE NORTH 89°42'08" WEST 543.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°42'08" WEST 15.00 FEET; THENCE NORTH 00°17'52" EAST 15.00 FEET; THENCE SOUTH 89°42'08" EAST 15.00 FEET; THENCE SOUTH 00°17'52" EAST 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAIN 225 SQUARE FEET (0.00516 ACRES) MORE OR LESS.



LOCATION MAP  
N.T.S.

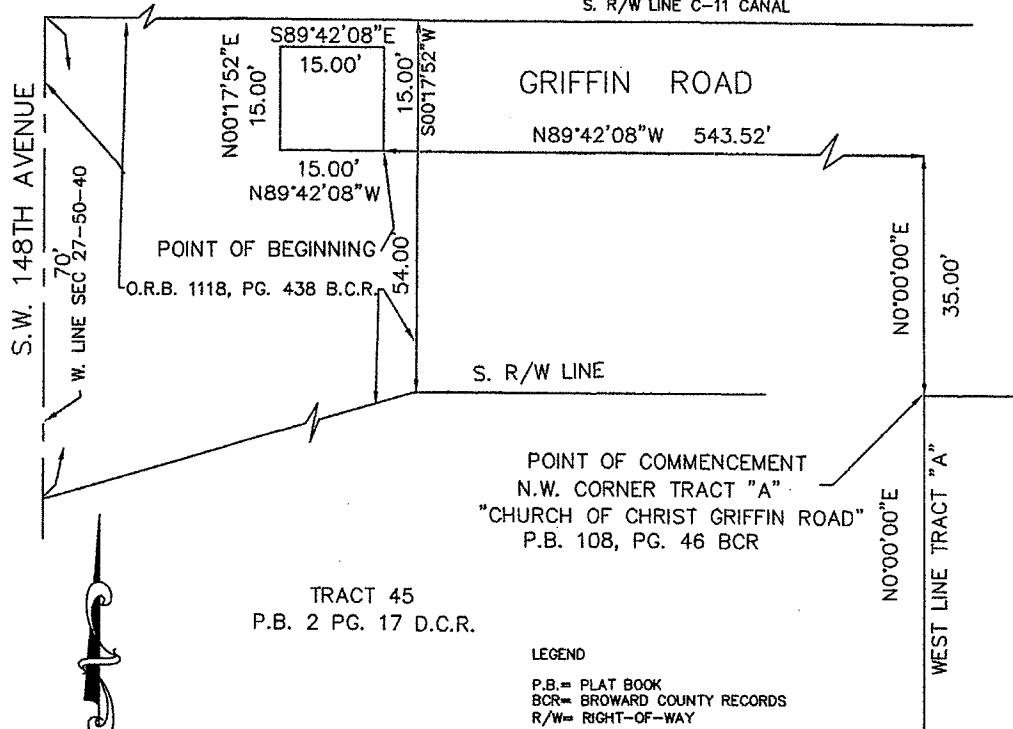
## SURVEYOR'S NOTES:

1. SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS OR OTHER MATTERS OF RECORD.
2. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
3. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 00°00'00" EAST ALONG THE WEST LINE OF TRACT A OF "CHURCH OF CHRIST GRIFFIN ROAD" (P.B. 108, PG 46 BCR)

## SOUTH NEW RIVER CANAL (C-11 CANAL)

280' R/W

S. R/W LINE C-11 CANAL



POINT OF COMMENCEMENT

N.W. CORNER TRACT "A"  
"CHURCH OF CHRIST GRIFFIN ROAD"  
P.B. 108, PG. 46 BCR

TRACT 45  
P.B. 2 PG. 17 D.C.R.

## LEGEND

P.B. = PLAT BOOK  
BCR = BROWARD COUNTY RECORDS  
R/W = RIGHT-OF-WAY

SCALE: 1" = 20'

CERTIFIED TO: TOWN OF SOUTHWEST RANCHES  
I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

DATED THIS 8TH DAY OF JANUARY, 2014

*Karen A. Lynch*  
KAREN A. LYNCH  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION NO. 5837  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LYNCH SURVEYING AND MAPPING

3600 S. State Road 7 #40  
Miramar, Florida 33023  
754-217-4844

CERTIFICATE OF AUTHORIZATION NO. 8008

SKETCH AND LEGAL DESCRIPTION

PROJECT  
SW RANCHES


WML/KL

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### Exhibit C

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b> <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	\$ 1 mil
	Personal Injury		
<b>BUSINESS AUTO LIABILITY COMPREHENSIVE FORM</b>  <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
<b>EXCESS/UMBRELLA LIABILITY</b> <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b> <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS	<b>STATUTORY</b>	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)		
<input type="checkbox"/> <b>POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS</b>	(each accident)		
	Extended coverage period		
<input type="checkbox"/> <b>BUILDER'S RISK (PROPERTY)</b> <b>"ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k <b>DED for WIND or WIND &amp; FLOOD not to exceed 5% of completed value</b> CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed Value form</b>
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	<b>Completed Value form</b>
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY AND CITY ARE LISTED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY.			
<b>REFERENCE:</b>			
<b>CERTIFICATE HOLDER:</b> <b>Broward County</b> 115 South Andrews Avenue Fort Lauderdale, FL 33301			

Revised 2013

CERTIFICATE OF COVERAGE			
Certificate Holder  BROWARD COUNTY 115 SOUTH ANDREWS AVENUE FORT LAUDERDALE, FL 33401		Administrator  Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065	
Issue Date 12/4/14			
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 1205		COVERAGE PERIOD: FROM 10/1/14	COVERAGE PERIOD: TO 10/1/15 12:01 AM STANDARD TIME
<b>TYPE OF COVERAGE - LIABILITY</b>  <b>General Liability</b>  <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury  <input checked="" type="checkbox"/> Errors and Omissions Liability  <input checked="" type="checkbox"/> Employment Practices Liability  <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability  <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability  <input checked="" type="checkbox"/> Broad Form Property Damage  <input type="checkbox"/> Law Enforcement Liability  <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard  <b>Limits of Liability</b>  * Combined Single Limit  Deductible N/A  <b>Automobile Liability</b>  <input checked="" type="checkbox"/> All owned Autos (Private Passenger)  <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger)  <input checked="" type="checkbox"/> Hired Autos  <input checked="" type="checkbox"/> Non-Owned Autos  <b>Limits of Liability</b>  * Combined Single Limit  Deductible N/A		<b>TYPE OF COVERAGE - PROPERTY</b>  <input type="checkbox"/> <b>Buildings</b> <div><input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form</div> <input type="checkbox"/> <b>Personal Property</b> <div><input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form</div> <input type="checkbox"/> Agreed Amount <input type="checkbox"/> Deductible N/A <input type="checkbox"/> Coinsurance N/A <input type="checkbox"/> Blanket <input type="checkbox"/> Specific <input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value  <b>Limits of Liability on File with Administrator</b>  <b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability <div>\$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease</div> <input type="checkbox"/> Deductible N/A <input type="checkbox"/> SIR Deductible N/A	
<b>Automobile/Equipment - Deductible</b>  <input checked="" type="checkbox"/> Physical Damage      Per Schedule - Comprehensive - Auto      Per Schedule - Collision - Auto      NA - Miscellaneous Equipment			
<b>Other</b>  * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 for General Liability and \$2,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
<b>Description of Operations/Locations/Vehicles/Special Items</b>  RE: Revocable License Agreement - Entranceway Signs: 1. Rolling Oaks entranceway sign at SW 178th and Griffin Road, 2. SW 130th Avenue, 3. SW 148th Avenue, 4. SW 160th Avenue and 5. SW 205th Avenue  The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
<b>Designated Member</b>  Town of Southwest Ranches 13400 Griffin Road Southwest Ranches FL 33330-2628		<b>Cancellations</b>  SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.   <hr/> AUTHORIZED REPRESENTATIVE	
		Page 62	

**REVOCABLE LICENSE AGREEMENT**

**Between**

**BROWARD COUNTY**

**And**

**TOWN OF SOUTHWEST RANCHES**

**FOR**

**NON-EXCLUSIVE ACCESS AND USE OF COUNTY RIGHT-OF-WAY**  
**GRIFFIN ROAD**

THIS IS AN AGREEMENT made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

and

TOWN OF SOUTHWEST RANCHES, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as the "LICENSEE," (collectively referred to as the "Parties").

WHEREAS, GRIFFIN ROAD between SW 202nd AVENUE and SW 205th AVENUE is a Broward County roadway within the municipal limits of the LICENSEE (the "Roadway"); and

WHEREAS, LICENSEE seeks the non-exclusive access and use, as more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, within a portion of COUNTY's Roadway right-of-way; and

WHEREAS, COUNTY is willing to permit the LICENSEE the non-exclusive access and use of a portion of the Roadway right-of-way described in Exhibit "B," attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Parties have agreed to enter into this Revocable License Agreement in relation to the access and use of the Property, as provided below; NOW, THEREFORE,

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

1. The above recitals and representations are true and correct and are incorporated herein.

2. DESCRIPTION OF PROPERTY. That portion of the Roadway right-of-way as more specifically described in Exhibit "B," attached hereto and incorporated herein (the "Property").
3. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Article 12 herein below.
4. USE OF PROPERTY. COUNTY hereby grants to LICENSEE the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet COUNTY minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

**PLEASE CHECK THE APPROPRIATE BOX BELOW**

- ☐ Landscaping, irrigation, and hardscape.
- ☒ Monument sign.
- ☐ Other (explain): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- 4.1 LICENSEE shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to the Broward County Highway Construction and Engineering Division at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from the Director, Broward County Highway Construction and Engineering Division (the "Director"). The landscaping plans shall incorporate a minimum fifty percent (50%) native species by plant types (i.e. canopy tree, palm tree, and shrub) and, together with the schedule for the ongoing maintenance, shall comply with the Broward County Naturescape program and Florida-Friendly Landscaping principles.
- 4.2 LICENSEE shall notify the Director within five (5) days after installation of the improvements. The Director may require LICENSEE to reinstall or remove

the improvements, if the improvements or use do not comply with this Agreement or the approved plans.

- 4.3 COUNTY, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if LICENSEE is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
- 4.4 Any replacement of the improvements by LICENSEE shall require the prior submittal of plans and approval by the Director, consistent with the requirements under Sections 4.1 and 4.2, above.
- 4.5 The obligations of LICENSEE as set forth in this Agreement may be performed by LICENSEE through the use of its employees, or LICENSEE may enter into a contract with a third party to perform the services. In the event LICENSEE contracts with a third party, LICENSEE shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.
5. COMPENSATION. No payment to COUNTY shall be made by LICENSEE for the privileges granted in this Agreement.
6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the COUNTY. Should LICENSEE attempt to do so, then this Agreement shall terminate immediately, without prior notice to LICENSEE.
7. DAMAGE TO PROPERTY. LICENSEE shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by LICENSEE upon the Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
8. INDEMNIFICATION OF COUNTY.
  - 8.1 LICENSEE is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. To the extent permitted by law, LICENSEE specifically agrees to indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, related to the placement, maintenance, or repair of the improvements within the Property. 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 LICENSEE to be sued by third parties in any matter arising out of this Agreement or any other contract.

- 8.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include the following provisions:

8.2.1 Indemnification: LICENSEE's contractor shall indemnify and hold harmless COUNTY, its officers, agents, 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 intentionally wrongful conduct of LICENSEE's contractor, and other persons employed or utilized by LICENSEE's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, LICENSEE's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate LICENSEE'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 subsection 8.2.1 above which may be brought against COUNTY, whether services were performed by LICENSEE's contractor or persons employed or utilized by LICENSEE's contractor.

- 8.3 The provisions of this article shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE.

9.1 LICENSEE shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if LICENSEE elects to purchase excess liability coverage, LICENSEE agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

9.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:



9.2.1 Insurance: LICENSEE's contractor shall keep and maintain, at contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "C," and specifically protect COUNTY by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.

9.2.2 LICENSEE's contractor, upon request, shall furnish to the COUNTY, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement.

9.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of LICENSEE's contractor is completed.

10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. LICENSEE shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the approved plans as shown in Exhibit "A," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.

11. SECURITY. (Check one)

☐ LICENSEE is obligated to maintain with the COUNTY adequate security in the form of a cash bond or letter of credit in the amount of \$\_\_\_\_\_ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.

☒ There is no obligation for security as part of this Revocable License Agreement.

12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by COUNTY, through the Broward County Board of County Commissioners or the Broward County Administrator, with or without cause and at any time during the term hereof, upon thirty (30) days written notice to LICENSEE. It is expressly understood by the Parties that LICENSEE is receiving from COUNTY a revocable license which may be terminated at any time by COUNTY for any or no cause whatsoever.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the COUNTY, or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the COUNTY, in writing, authorizes LICENSEE to leave the improvements on the Property. COUNTY shall have no obligation to move, reinstall, replace, or in any way compensate LICENSEE for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the improvements, or the removal of the same by COUNTY upon failure of the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the Director, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the improvements.

14. WAIVER. Failure of the COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Article 22 below.

15. 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 sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement 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 article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

For LICENSEE:

Andrew Berns, Town Administrator

13400 Griffin Road

Southwest Ranches, Florida 33330

16. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations relating to the use of the Property.
18. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
19. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
20. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

21. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
22. 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 COUNTY and LICENSEE.
23. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-Officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
(Date)  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

\_\_\_\_\_  
Deputy County Attorney

8/8/14  
RLA(Municipal-general)\_vFORM(2014-0808)

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY  
AND TOWN OF SOUTHWEST RANCHES FOR  
NON-EXCLUSIVE ACCESS AND USE OF  
A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

TOWN OF SOUTHWEST RANCHES,  
a Florida municipal corporation

ATTEST:

By: \_\_\_\_\_  
Jeff Nelson, Mayor

\_\_\_\_\_  
Russell Muñiz, Town Clerk

By: \_\_\_\_\_  
Andrew Berns, Town Administrator

Approved as to Form and Correctness

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2015, by JEFF NELSON, as Mayor and ANDREW BERNS, as Town Administrator for the  
Town of Southwest Ranches, who are personally known to me, or produced  
\_\_\_\_\_ as identification, and he/she did/did not take an oath.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name of Notary

112203937.1

EXHIBIT "A"

To REVOCABLE LICENSE AGREEMENT

TO BE PROVIDED BY EMILY MCCORD

Paragraph detailing the licensed use and improvements and maintenance thereof;  
together with a reduced copy of the approved plans OR a reference to the  
Permit/Plan set on file with HCED.

## Exhibit A

### I. PROJECT DESCRIPTION

The project consists of installing an entranceway sign along Griffin Road. The entranceway sign has an aesthetic design meeting the rural lifestyle of the Town of Southwest Ranches. The sign incorporates the Town's seal.

### II. LOCATIONS

The Town is requesting the entranceway sign in the grassed median of Griffin Road (CR 818) near SW 205<sup>th</sup> Avenue. Please see the attached survey in Exhibit B for the exact location.

### III. PLACEMENT

The Town entranceway sign will be placed in the median at least ten feet from the back of the existing Type "F" curb of the median, exceeding the typical six feet horizontal clearance. The signs will be within a 10'x20' designated area in the median. The bottom member of the signs will be between 3.5 feet to 4.0 feet above the road. It is anticipated that the existing landscaping in the median will not be disturbed.

The sign panel is three feet wide by four and a half feet high (face area is approximately 12 square feet) and approximately 8.5 feet above the existing ground or top of the existing curb. The sign posts are 3.5 inches round aluminum material with 3/16 inch thick walls. The sign posts will be installed on two feet diameter class I concrete at three feet depth. The installation will meet the requirement for 130 MPH wind speed per FDOT Index No. 11860. Solar lighting is a part of this permit request.

### IV. MAINTENANCE

The Town of Southwest Ranches will be responsible for the maintenance of the Town entranceway signs and the proposed low landscaping around the signs in accordance with the Revocable License Agreement. All landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County Naturescape program and Florida Friendly Landscaping principles.

### V. CONSTRUCTION SCHEDULE

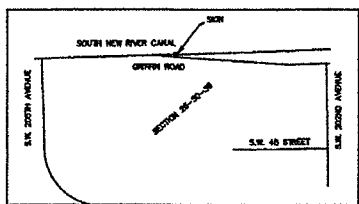
The construction of the sign will commence upon receipt of the Broward County Construction in the Public Right-of-Way permit (# \_\_\_\_\_). PHI Construction, Inc. has been hired to construct and install the signs for the Town of Southwest Ranches. A Broward County Inspector will be requested to attend a pre-construction meeting and will be notified of the construction schedule.





A PORTION OF THE RIGHT-OF-WAY FOR GRIFFIN ROAD AND A PORTION OF SOUTH NEW RIVER CANAL C-11 LYING IN SECTION 26, TOWNSHIP 50 SOUTH, RANGE 39 EAST DESCRIBED AS FOLLOWS:

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAIN 400 SQUARE FEET (0.00918 ACRES) MORE OR LESS.



LOCATION MAP  
N.T.S.

SOUTH NEW RIVER CANAL (C-11-3)

N88°41'07"E 290' R/W  
20.00'

GRIFFIN ROAD

SCALE: 1" = 20'

S. R/W LINE

S88°13'18"W

POINT OF COMMENCEMENT  
N.W. CORNER LOT 49  
"TRAILS OF EL RANCHO ACRES"  
P.B. 93, PG. 34 BCR

66' EASEMENT FOR ROAD, UTILITIES  
AND RELATED PURPOSES

LOT 49  
"TRAILS OF EL RANCHO ACRES"  
P.B. 93, PG. 34 BCR

**SURVEYOR'S NOTES:**

1. SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS OR OTHER MATTERS OF RECORD.
2. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
3. BEARINGS SHOWN HEREON ARE BASED ON PLAN OF "TRAILS OF EL RANCHO ACRES" (P.B. 93, PG 34 BCR.)

### LEGEND

P.B.= PLAT BOOK  
BCR= BROWARD COUNTY RECORDS  
R/W= RIGHT-OF-WAY

CERTIFIED TO: TOWN OF SOUTHWEST RANCHES

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

DATED THIS 8TH DAY OF JANUARY, 2014

KAREN A. LYNCH  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION NO. 5837

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

## LYNCH SURVEYING AND MAPPING

2431 Largo Drive  
Miramar, Florida 33023  
954-804-3235 Fax: 954-962-3893  
CERTIFICATE OF AUTHORIZATION NO. 8008

### SKETCH AND LEGAL DESCRIPTION

PROJECT  
SW RANCHES


YYML/KL

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**Exhibit C**

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b> <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	\$ 1 mil
	Personal Injury		
<b>BUSINESS AUTO LIABILITY COMPREHENSIVE FORM</b>  <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
<b>EXCESS/UMBRELLA LIABILITY</b> <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b> <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS	<b>STATUTORY</b>	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	\$ 100 k	
<input type="checkbox"/> <b>POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS</b>	(each accident)		
	Extended coverage period		
<input type="checkbox"/> <b>BUILDER'S RISK (PROPERTY)</b> <b>"ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k <b>DED for WIND or WIND &amp; FLOOD not to exceed 5% of completed value</b> CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY AND CITY ARE LISTED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY.			
<b>REFERENCE:</b>			
<b>CERTIFICATE HOLDER:</b> <b>Broward County</b> 115 South Andrews Avenue Fort Lauderdale, FL 33301			

Revised 2013

CERTIFICATE OF COVERAGE			
Certificate Holder  BROWARD COUNTY 115 SOUTH ANDREWS AVENUE FORT LAUDERDALE, FL 33401		Administrator  Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065	
Issue Date 12/4/14			
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 1205		COVERAGE PERIOD: FROM 10/1/14	COVERAGE PERIOD: TO 10/1/15 12:01 AM STANDARD TIME
<b>TYPE OF COVERAGE - LIABILITY</b>  <b>General Liability</b>  <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury  <input checked="" type="checkbox"/> Errors and Omissions Liability  <input checked="" type="checkbox"/> Employment Practices Liability  <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability  <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability  <input checked="" type="checkbox"/> Broad Form Property Damage  <input type="checkbox"/> Law Enforcement Liability  <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard  <b>Limits of Liability</b>  * Combined Single Limit  Deductible N/A  <b>Automobile Liability</b>  <input checked="" type="checkbox"/> All owned Autos (Private Passenger)  <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger)  <input checked="" type="checkbox"/> Hired Autos  <input checked="" type="checkbox"/> Non-Owned Autos  <b>Limits of Liability</b>  * Combined Single Limit  Deductible N/A		<b>TYPE OF COVERAGE - PROPERTY</b>  <input type="checkbox"/> <b>Buildings</b> <div><input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form</div> <input type="checkbox"/> <b>Personal Property</b> <div><input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form</div> <input type="checkbox"/> Agreed Amount <input type="checkbox"/> Deductible N/A <input type="checkbox"/> Coinsurance N/A <input type="checkbox"/> Blanket <input type="checkbox"/> Specific <input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value  <b>Limits of Liability on File with Administrator</b>  <b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability <div>\$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease</div> <input type="checkbox"/> Deductible N/A <input type="checkbox"/> SIR Deductible N/A	
<b>Automobile/Equipment - Deductible</b>  <input checked="" type="checkbox"/> Physical Damage      Per Schedule - Comprehensive - Auto      Per Schedule - Collision - Auto      NA - Miscellaneous Equipment			
<b>Other</b>  * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 for General Liability and \$2,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
<b>Description of Operations/Locations/Vehicles/Special Items</b>  RE: Revocable License Agreement - Entranceway Signs: 1. Rolling Oaks entranceway sign at SW 178th and Griffin Road, 2. SW 130th Avenue, 3. SW 148th Avenue, 4. SW 160th Avenue and 5. SW 205th Avenue  The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
<b>Designated Member</b>  Town of Southwest Ranches 13400 Griffin Road Southwest Ranches FL 33330-2628		<b>Cancellations</b>  SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.   <hr/> AUTHORIZED REPRESENTATIVE	
		Page 78	



Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall  
(954) 434-1490 Fax

**Town Council**  
**Jeff Nelson, Mayor**  
**Freddy Fisikelli, Vice Mayor**  
**Steve Breitreuz, Council Member**  
**Gary Jablonski, Council Member**  
**Doug McKay, Council Member**

**Andy Berns, Town Administrator**  
**Keith M. Poliakoff, Town Attorney**  
**Russell Muñiz, MMC, Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Nelson and Town Council

**THRU:** Andy Berns, Town Administrator

**FROM:** Clete Saunier, P.E., Public Works Director

**DATE:** November 26, 2014

**SUBJECT:** **Florida Department of Transportation Agreement for Funding the Extension of SW 190<sup>th</sup> Avenue**

---

### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with the Florida Department of Transportation for the extension of SW 190<sup>th</sup> Avenue from SW 49<sup>th</sup> Street to Griffin Road.

### **Background**

The Town was appropriated \$243,000 from the State Legislature to extend SW 190<sup>th</sup> Avenue from SW 49<sup>th</sup> Street to Griffin Road. The entire project is estimated to cost \$267,300. The Town must enter into an agreement with the Florida Department of Transportation to begin the improvements. The work must be completed before December 31, 2016.

### **Fiscal Impact**

Funds are available in the Fiscal Year 2015 Municipal Transportation Fund account #101-5100-541-63340 (Infrastructure – Roadway Improvements). A portion of the Town's match will also include design, bidding and permitting.

### **Staff Contact**

Clete Saunier, P.E., Public Works Director

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## **RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR \$243,000 TO EXTEND SW 190<sup>TH</sup> AVENUE FROM 49<sup>TH</sup> STREET TO GRIFFIN ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to extend SW 190<sup>th</sup> Avenue from SW 49<sup>th</sup> Street to Griffin Road; and

**WHEREAS**, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

**WHEREAS**, this project is specifically named in the FY 2013-2014 and FY 2014-2015 Town Budgets; and

**WHEREAS**, the Fiscal Year 2014-15 General Appropriations Act provided the Town with an appropriation of \$243,000 in the Economic Development Transportation Projects for the 190th Extension from SW 49th Street to Griffin Road; and

**WHEREAS**, the Town is prepared to complete the Project at an estimated total cost of \$267,300; and

**WHEREAS**, these improvements must be completed by December 31, 2016; and

**WHEREAS**, the Town accepts the future maintenance and other attendant costs occurring after completion of the Project; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

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

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

**Section 2.** The Town Council hereby approves the Agreement between the Town of Southwest Ranches and the State of Florida Department of Transportation

providing for the 190th Extension from SW 49th Street to Griffin Road as outlined in the Agreement attached hereto as Exhibit "A".

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

Nelson \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
McKay \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Jeff Nelson, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

112184384.1



**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**ECONOMIC DEVELOPMENT TRANSPORTATION**  
**PROJECT FUND AGREEMENT**  
**(OFF-SYSTEM SPECIFIC APPROPRIATIONS)**

This Economic Development Transportation Project Fund Agreement (Off-System Specific Appropriation) ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the State of Florida, Department of Transportation ("FDOT") and Town of Southwest Ranches ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

A. The Fiscal Year 2014-15 General Appropriations Act, Chapter 2014-51, Laws of Florida, provides the Agency with an appropriation of \$243,000 from the amount in Specific Appropriation 1924, Economic Development Transportation Projects for 190th Street Extension from SW 49<sup>th</sup> Street to Griffin Road.

B. This Agreement provides conditions necessary for the release of the funds appropriated to the Agency by Chapter 2014-51, Laws of Florida. The project is further described in **Exhibit "A"**, attached and incorporated in this Agreement ("Project").

C. The Agency is prepared to complete the Project at an estimated total cost of \$267,300.

D. FDOT is prepared to provide \$243,000 as noted in **Exhibit "B"**, attached and incorporated in this Agreement, toward the total cost of design and construction of the Project as more fully described in Section 6.0.

E. The Agency by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached as **Exhibit "C"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

**AGREEMENT**

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**1.0 RECITALS:** The recitals above are true and correct and are made a part of this Agreement.

**2.0 TERM:** The term of this Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2016, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

**3.0 COMMENCEMENT:** Unless terminated earlier, work on the Project shall commence no later than: the 1st day of April, 2015 or the issuance of the Notice to Proceed, whichever date is earlier (“Commencement Date”), and shall be completed on or before December 31, 2016. FDOT shall have the immediate right to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If work on the Project does not commence within four (4) years of the date Chapter 2014-51, Laws of Florida, became effective, this Agreement and the Project are immediately terminated.

**4.0 PROJECT DESCRIPTION:** The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Management Number 436037-1-58-01, and the quantifiable, measurable and verifiable units of deliverables are described more fully in **Exhibit “A”** which is incorporated in this Agreement.

**5.0 NOTICES AND APPROVALS:** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

**FDOT:**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
L. WETHERELL, PE  
DISTRICT 4 ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND  
COORDINATOR  
3400 W. COMMERCIAL BLVD  
FT LAUDERDALE, FL 33309  
PHONE (954) 777-4438  
FAX: (954) 777-4074**

**AGENCY:**

**TOWN OF SOUTHWEST RANCHES  
CLETE SAUNIER, PE  
PUBLIC WORKS DIRECTOR/TOWN ENGINEER  
13400 GRIFFIN RD  
SOUTHWEST RANCHES, FL 33330-2628  
PHONE: (954) 343-7444  
FAX: (954) 434-1490**

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**6.0 RELEASE OF FUNDS:** Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The Agency has agreed by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the Agency's system and such resolution is attached and incorporated in this Agreement as **Exhibit "C"**;

(b) The Agency shall certify to FDOT that the Agency's design consultant and/or construction contractor has secured the necessary permits. If the Agency fails to provide such certification to FDOT by June 30, 2015, FDOT may, at its discretion, terminate this Agreement;

(c) The Agency shall invoice FDOT quarterly or as noted in **Exhibit "A"** for actual costs incurred. The Agency shall review and approve all invoices, statements, or other related documents duly submitted to the Agency by the Agency's design consultant or construction contractor. Invoices shall be submitted by the Agency to FDOT in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in Paragraph 4.0 above and

**Exhibit “A”**. Deliverables must be received and accepted in writing by the pre-audit and approval by the Agency;

(d) Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4.0 and **Exhibit “A”** has been met;

(e) FDOT will pay the Agency, after receipt of a detailed invoice, an amount equal to the invoice received by the Agency from the Agency’s consultant or contractor. The Agency must certify on the invoice that the costs from the consultant or contractor are valid, reasonable, necessary, and allowable and the costs have been incurred by the consultant or contractor prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including a copy of the consultant’s or contractor’s invoice(s), to substantiate the cost on the invoice. Each invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous costs incurred by the consultant or contractor have been paid by the Agency to the consultant or contractor;

(f) Before using its own forces for any phase of the Project, the Agency shall provide FDOT with the opportunity to review and approve the qualifications of the Agency forces to be utilized. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead);

(g) The Agency shall provide to FDOT certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained; and

(h) Provide FDOT with written notification of either its intent to:

(i) Award the construction of the Project to a contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and regulations. The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the Project utilizing existing Agency employees, whose qualifications have been approved by FDOT, if the Agency can complete said Project within the time frame in Section 3.0 of this Agreement.

## **6.1 TRANSFER OF FUNDS:**

The Agency should be aware of the following time frames. Upon receipt, FDOT has 20 days to inspect and approve the goods and services. FDOT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to FDOT, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the

invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**6.2 USE OF FUNDS:** Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. The funds shall not be used for the purchase or planting of any landscaping, mitigation, the installation or relocation of utilities, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding. The Schedule of Funding, **Exhibit "B"**, is attached and incorporated in this Agreement.

**6.3 ASSURANCES:** As an inducement to the transfer of funds referred to in Section 6.1 above, the Agency certifies that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from FDOT. The Agency is liable for all costs in excess of the amount paid by FDOT.

**7.0 DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:**

(a) The Agency agrees to undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Agency.

(b) The Agency understands that it is responsible for the preparation of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project using the Agency's normal procurement procedures to perform the design services for the Project.

(c) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase of the Project. Any design work performed prior to the execution of this Agreement is not subject to reimbursement.

(d) The Agency will provide one (1) copy of the final signed and sealed design plans and signed and sealed specifications and final bid documents to FDOT's Construction Project Manager prior to commencing construction of the Project. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Diana Serrano, at (954) 958-7583 or an appointed designee. Any construction work performed prior to the issuance of the Notice to Proceed for construction is not subject to reimbursement.

(e) The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project.

(f) The Agency shall hire a qualified CCEI to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

(g) The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

(h) The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency standards.

(i) Upon completion of the work authorized by this Agreement, the Agency shall notify FDOT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as **Exhibit "D"**. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of

all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from FDOT in advance of the deviation being constructed.

(j) The Agency must submit the final invoice to FDOT within one hundred eighty (180) days after the final acceptance of the Project or it may not be paid.

(k) Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in **Exhibit “C”**. The terms of this provision shall survive the termination of this Agreement and may be enforced by FDOT.

**8.0 AVAILABILITY OF FUNDS:** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**9.0 TERMINATION OF AGREEMENT:** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall return funds in accordance with Section 10.0 of this Agreement within thirty (30) days of the termination of this Agreement.

**9.1 TERMINATION REPORT:** Upon termination prior to the expiration of this Agreement, the Agency will provide the following:



(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; and (ii) the balance of any unexpended Project funds.

**10.0 EXPENDITURES IN VIOLATION OF AGREEMENT:** Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of FDOT's rights as the funding agency to verify all information at a later date by audit or investigation.

**11.0 LEGAL REQUIREMENTS:**

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

**12.0 PUBLIC ENTITY CRIME:** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

**13.0 UNAUTHORIZED ALIENS:** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for immediate termination of this Agreement.

**14.0 NON-DISCRIMINATION:** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

**15.0 ATTORNEY FEES:** Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

**16.0 TRAVEL:** There shall be no reimbursement for travel expenses under this Agreement.

**17.0 PRESERVATION OF REMEDIES:** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

**18.0 AUDIT AND MONITORING REQUIREMENTS:**

(a) The administration of resources awarded by FDOT to the Agency may be subject to audits and/or monitoring by FDOT, as described in this section. In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by FDOT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the FDOT. In the event the FDOT determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by FDOT staff regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

(b) The Agency, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, is required to have audits performed annually using the following criteria:

i. In the event that the Agency expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of the Agency, the Agency must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes;

applicable rules of the Executive Office of the Governor and the state CFO; and Chapters 10.550 (Agency entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **Exhibit “E”** to this Agreement indicates state financial assistance awarded through FDOT by this Agreement. In determining the state financial assistance expended in its fiscal year, the Agency shall consider all sources of state financial assistance received from FDOT, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (Agency entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

iii. If the Agency expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Agency expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-state entity’s resources (i.e., the cost of such an audit must be paid from Agency’s resources obtained from other than State entities).

iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

v. The Agency shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

vi. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved. Access to project records and audit work papers shall be given to FDOT, the state CFO, and the Auditor General. This section does not limit the authority of FDOT to conduct or arrange for the conduct of additional audits or evaluations of state financial

assistance or limit the authority of any other state official.

vii. Copies of financial reporting packages, reports, or management letters required by this Agreement shall be submitted by or on behalf of the Agency directly to the following offices:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450

viii. Any reports, management letter, or other information required to be submitted to FDOT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Agency, when submitting financial reporting packages to FDOT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

x. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the FDOT, or its designee, the state CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the FDOT, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the FDOT.

(c) The Agency must include the audit and record keeping requirements in this Section 18.0 in contracts and subcontracts entered into by the Agency with any party for work required in the

performance of this Agreement.

(d) The Agency shall, three (3) months after the date of execution of this Agreement and every three (3) months thereafter, provide FDOT with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed and whether the work is proceeding according to the project schedule; a description of any change orders executed by the Agency with prior written approval by FDOT, preceding the change orders; a budget summary detailing planned expenditures compared to actual expenditures; and identification of each small, women-owned or minority business enterprise used as contractors or subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the Agency and payments made pursuant to such orders, shall be maintained by the Agency in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(e) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to FDOT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to FDOT upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by FDOT for a proper audit of costs.

**19.0 LOBBYING:** Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**20.0 MINORITY VENDORS:** The Agency is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Agency shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter

for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Agency shall submit a statement to this effect.

**21.0 INDEMNITY AND INSURANCE:**

(a) The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

(b) The Agency shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

(c) The Agency shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

**22.0 MODIFICATION OF AGREEMENT:** In the event the Agency desires to modify any of the terms and conditions of this Agreement, the Agency shall make such request for modification in writing to FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is

made after the expiration of the above referenced date, FDOT shall have the right to immediately terminate this Agreement.

**23.0 E-VERIFY:** The Agency:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

(b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**24.0 NON-ASSIGNMENT:** The Agency shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**25.0 ENTIRE AGREEMENT:** This instrument embodies the entire Agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

**26.0 DUPLICATE ORIGINALS:** This Agreement may be executed in duplicate originals.



IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

State of Florida, Department of Transportation

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Legal Review:

\_\_\_\_\_

See attached Encumbrance Form for date of  
funding approval by Comptroller

AGENCY

Town of Southwest Ranches

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

As approved by the Board on:

\_\_\_\_\_

Attest: \_\_\_\_\_

Legal Review:

\_\_\_\_\_

Town Attorney

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# **EXHIBIT “A”**

## **SCOPE OF SERVICES**

**Financial Management Number: 436037-1-58-01**

190th Street Extension from SW 49<sup>th</sup> Street to Griffin Road

Design and Construction of 250 feet of new road, 24 feet wide, from SW 49th Street to southern terminus of existing FPL access road.

- The Town will acquire easement/right of way for 30 feet along the existing 20 foot right-of-way for the length of this new road.

Design and Reconstruction/repaving of said existing FPL access road to Griffin Road/CR818, for which the Town has an easement for roadway use.

All construction work will ultimately be within the Town’s right-of-way/easement

**EXHIBIT “B”**  
**SCHEDULE OF FUNDING**  
**Financial Management Number: 436037-1-58-01**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
436037-1	STTF	15	55.032	Economic Development Transportation Projects – Road Fund	\$243,000	088865
Total Award					\$243,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

**EXHIBIT “C”  
AGENCY RESOLUTION**

**EXHIBIT “D”**  
**NOTICE OF COMPLETION AND ENGINEER’S CERTIFICATION OF COMPLIANCE**

**NOTICE OF COMPLETION**

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Town of Southwest Ranches

PROJECT DESCRIPTION: 190th Street Extension from SW 49<sup>th</sup> Street to Griffin Road

FINANCIAL MANAGEMENT ID#436037-1-58-01

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**ENGINEER’S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of “as-built” plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

December 11, 2014

13400 Griffin Road

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Present:

Mayor Jeff Nelson

Vice Mayor Freddy Fisikelli

Council Member Steve Breitkreuz

Council Member Gary Jablonski

Council Member Doug McKay

Andrew Berns, Town Administrator

Martin Sherwood, Town Financial Administrator

Russell Muñiz, Town Clerk

Jim Brady, Deputy Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Nelson at 7:27 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**3. Proclamation – Arbor Day in the Town of Southwest Ranches**

Mayor Nelson read the proclamation which was presented to December Lauretano-Haines, Parks, Recreation, and Open Space Coordinator.

**4. Waiver of Plat –** Consideration of Waiver of Plat Application WP-009-14. Fernando & Daryl Portela, owners; Pulice Land Surveyors, Inc., petitioner, to subdivide a 5 acre parcel to create 2 lots of 2.55 and 2.45 acres respectively. Property generally located on the west side of James B. Pirtle Avenue (SW 127th Ave), approximately 1,000 feet north of Stirling Road, within the Rural Ranches Zoning District, which allows one dwelling unit per 2 net acres. Legally described as a portion of Tracts 59 and 60 in Section 35, Township 50 South, Range 40 East, according to the FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida; lying within the East one-half (1/2) of the East one-half (1/2) of the North one-half (1/2) of the Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of said Section 35, less therefrom the North 257.17 feet, as measured along the East line of said Southwest one-quarter (1/4); said lands situate, lying and being in Broward County, Florida.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski, and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE WAIVER SUBJECT TO STAFF RECOMMENDATIONS AND FOR COST RECOVERY.

**5. Public Comment –** The following members of the public addressed the Town Council: Vince Falletta, Jo Ann Hollingsworth, Jim Laskey, Ruth Wolff, Rachel Greene, and Barry Neunzig.

**6. Board Reports –** There were no board reports.

## **7. Council Member Comments**

Council Member Breitzkreuz asked that the Town Attorney provide an update on the Town's effort in drafting a public safety grant. He spoke about the young rider who was thrown from her horse and killed, and asked for a moment of silence for her and her family.

Vice Mayor Fisikelli advised that he attended a meeting concerning the future of Everglades Holiday Park and advised that no improvements for Griffin Road were planned. He also objected to the rumble strips installed on Stirling Road and asked how the rest of the Council felt. Council Member McKay felt that two of the strips farthest west could be removed. Council Member Breitzkreuz opined that he would defer to whatever the wishes were of the residents in that community. Council Member Jablonski advised that a community meeting is being scheduled and asked that everyone wait until the feedback from the community is provided before a decision is rendered.

Council Member Jablonski spoke about the Town's food and toy drive to benefit military families. He reminded everyone about the Horse Show on Saturday December 13<sup>th</sup> at the Equestrian Park. Lastly, he spoke about his request to place a resolution on the agenda concerning 184<sup>th</sup> avenue and advised that it would appear on a future agenda.

Mayor Nelson advised that the discussion item concerning the annual review for the Town Administrator and Town Financial Administrator would be held during the January 22, 2015 meeting. He spoke of the tragic accident that took the life of the young rider and her horse. He expressed his condolences to the family. He wished everyone a Happy Holiday and a Happy New Year.

## **8. Legal Comments**

Deputy Town Attorney Jim Brady thanked the Town Council for their hospitality.

## **9. Administration Comments**

Town Administrator Berns thanked Joann Hollingsworth, December Lauretano-Haines, Sandra Luongo, and Susan Kutz for all of their efforts with the Horse Show. He spoke about some of the upcoming capital projects that are moving forward. He wished everyone a Happy Holiday and a Happy New Year.

**10. Ordinance – 2<sup>nd</sup> Reading** - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING ARTICLE 155 ENTITLED "ADMINISTRATIVE FARM CLAIM DETERMINATIONS", OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE IN ITS ENTIRETY, AND REPLACING IT WITH A NEW ARTICLE 155 ENTITLED "NON-COMMERCIAL FARM SPECIAL EXCEPTIONS"; AMENDING ARTICLE 10 "DEFINITION OF TERMS", SECTION 010-030 TO CREATE A NEW DEFINITION FOR "FARM" AND TO PROVIDE A DEFINITION FOR A "NON-COMMERCIAL FARM"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading – October 23, 2014} **(Tabled from November 13, 2014)**



The following motion was made by Council Member McKay, seconded by Council Member Breitkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE ORDINANCE.

**11. Ordinance – 2<sup>nd</sup> Reading** - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN'S UNIFIED LAND DEVELOPMENT CODE TO DISTINGUISH BETWEEN FARMS AND NONCOMMERCIAL FARMS AND APPLICABLE REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading – October 23, 2014}  
**(Tabled from November 13, 2014)**

The following motion was made by Council Member McKay, seconded by Council Member Breitkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE ORDINANCE.

**12. Ordinance – 1<sup>st</sup> Reading** - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING OBJECTIVES AND POLICIES WITHIN SEVERAL ELEMENTS OF THE ADOPTED TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN PERTAINING TO BROWARD COUNTY LAND USE PLAN ("BCLUP") CONSISTENCY REQUIREMENTS, INTERGOVERNMENTAL COORDINATION, AND LOCAL STREET CONNECTIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. **{Requires a Supermajority Vote – Second Reading Will Be Held At a Later Date}**

The following motion was made by Council Member McKay, seconded by Vice Mayor Fisikelli. After direction from Deputy Town Attorney Brady the motion was withdrawn.

**MOTION:** TO APPROVE SUBJECT TO THE LPA MOTION.

The following motion was made by Council Member Breitkreuz, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE AMENDMENTS ONLY: AMENDING TE POLICY 1.2-e TO STATE "LOCAL STREET CONNECTIONS WITH SW 184<sup>TH</sup> AVENUE SHALL NOT BE PERMITTED PROVIDED THAT STREET CONNECTIONS FROM THE WEST MAY BE PERMITTED ONLY IF SW 184<sup>TH</sup> AVENUE WILL REMAIN A TWO LANE ROAD." AND AMENDING TE POLICY 1.2-f TO STATE "VEHICULAR ACCESS TO THE ROLLING OAKS COMMUNITY SHALL CONTINUE TO BE EXCLUSIVELY FROM GRIFFIN ROAD VIA SW 178<sup>TH</sup> AVENUE. IT SHALL BE THE POLICY OF THE TOWN TO PROHIBIT STREET CONNECTIONS THAT WOULD PROVIDE ADDITIONAL ACCESS."

The following motion was made by Council Member McKay, seconded by Council Member Breitkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE SUBJECT TO THE AMENDMENTS.

**13. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE RESOLUTION.

**14. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE RESOLUTION.

**15. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE RESOLUTION.

**16. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (RFNRAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE RESOLUTION.

**17. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE RESOLUTION.

**18. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE RESOLUTION.

**19. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING RESOLUTION NO. 2007-023 CONCERNING THE TOWN'S ADVISORY COMMITTEE/BOARD POLICY; CREATING A NEW TOWN ADVISORY COMMITTEE/BOARD POLICY; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE NEW POLICY; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member McKay, seconded by Vice Mayor Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE RESOLUTION SUBJECT TO AMENDING SECTION II(g) OF EXHIBIT A TO STATE "BOARD MEMBERS SHALL BE TOWN RESIDENTS."

**20. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO PURCHASE LAW ENFORCEMENT EQUIPMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO TRANSMIT THE APPLICATION AND ENTER INTO AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member McKay, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE RESOLUTION

**21. Discussion** – Town Administrator/ Town Financial Administrator Annual Review  
This item was deferred until January 22, 2015.

**22. Approval of Minutes**

- a. Minutes for October 23, 2014 – Regular Council Meeting
- b. Minutes for October 23, 2014 – Sole Purpose Meeting
- c. Minutes for November 6, 2014 – Special Meeting (SWRVFD)
- d. Minutes for November 13, 2014 – Regular Meeting

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, McKay, Vice Mayor Jablonski, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE MINUTES.

**Adjournment** – Meeting was adjourned at 9:02 p.m.

*Respectfully submitted:*

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*Russell Muñiz, MMC, Town Clerk*

*Adopted by the Town Council on  
this 22<sup>nd</sup> day of January, 2015.*

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*Jeff Nelson, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.