

RESOLUTION 2001-4

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING THE ACTION OF THE INTERIM TOWN ADMINISTRATOR AND TOWN ATTORNEY RELATIVE TO ENTERING INTO AN INTERIM INTERLOCAL AGREEMENT FOR MUNICIPAL LEVEL SERVICES PROVIDED BY BROWARD COUNTY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on August 8, 2000, the Town Council approved Resolution No. 2000-9 approving an interim municipal level services agreement between Broward County (the "COUNTY") and the Town of Southwest Ranches (the "TOWN"); and

WHEREAS, the initial interim interlocal agreement for services provided by COUNTY became effective on August 15, 2000 and terminated on September 30, 2000; and

WHEREAS, on September 21, 2000, the Town Council approved Resolution No. 2000-16 approving an agreement with the COUNTY for the extension of interim services for only building and permitting services through September 30, 2001; and

WHEREAS, at the October 12, 2000 Town Council meeting, the Interim Town Administrator and Town Attorney were delegated the authority by the Town Council to negotiate an agreement with a firm to extend the planning and zoning services previously provided by the COUNTY under the initial interim agreement that terminated on September 30, 2000; and

WHEREAS, the Interim Town Administrator and Town Attorney, on behalf of the TOWN, negotiated and entered into a 90-day extension agreement with the COUNTY to provide planning and zoning services to the TOWN until February 6, 2001; and

WHEREAS, the 90-day extension agreement with the COUNTY to provide planning and zoning services to the TOWN until February 6, 2001 is hereby attached to this resolution as Exhibit "A" and;

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 incorporated herein by reference.

Section 2: All actions taken by the Interim Town Administrator and Town Attorney are hereby ratified and approved;

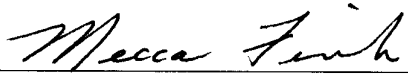
Section 3: The actions ratified by this Resolution include, but are not limited to, the following:

a. The 90-day extension agreement for municipal level services provided by the COUNTY to the TOWN, which is hereby signed and dated November 6, 2000, and is attached as Exhibit "A".

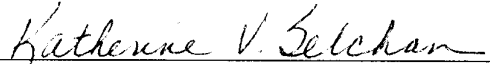
Section 4: This resolution shall become effective immediately upon its adoption.

ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 9th day of November, 2000.

ATTEST:




Mecca Fink, Mayor



Katherine V. Selchan
Interim Town Clerk

Approved as to Form and Correctness:



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



Office of Budget Services
115 S. Andrews Avenue, Room 404
Fort Lauderdale, FL 33301
(954) 357-6345 • FAX (954) 357-6364

E-mail: budget@co.broward.fl.us

November 9, 2000

FEDERAL EXPRESS

Gary Poliakoff
Becker & Poliakoff
3111 Stirling Road
Hollywood, FL 33312

**Re: Interim Interlocal Agreement for Planning, Building
& Zoning Services by Broward County**

Dear Mr Poliakoff:

Enclosed you will find one (1) original copy of the recently executed Interim Interlocal Agreement for Planning, Building & Zoning Services by Broward County.

If you have any further questions, please contact our offices.

Sincerely,

John Canada, Director
Office of Budget Services

JC/cdh

G:\BMC\CLERICAL\CANADA\sw.poliakoff.wpd

NOV 14 2000

Return recorded document to:
Sharon L. Cruz, Deputy County Attorney
Broward County Attorney's Office
Suite 423, 115 So. Andrews Avenue
Fort Lauderdale, FL 33301

Document prepared by:

**INTERIM INTERLOCAL AGREEMENT FOR
PLANNING, BUILDING & ZONING SERVICES BY BROWARD COUNTY**

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

AND

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

WHEREAS, this Agreement is entered into pursuant to § 163.01, Florida Statutes,
also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the TOWN wishes the COUNTY to provide planning, building and
zoning services for a period of three (3) months; and

WHEREAS, the COUNTY is willing to perform such services pursuant to the terms
and conditions hereafter set forth; NOW, THEREFORE,

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

1. SCOPE OF SERVICES:

1.1. COUNTY agrees to provide the following services:

Building Code Services including Building Code enforcement as set forth
within Exhibit "A," attached hereto and made a part hereof.

Zoning Code Services including Zoning Code enforcement as set forth within
Exhibit "B," attached hereto and made a part hereof.

Plat and Site Plan Review Services as set forth within Exhibit "C," attached hereto and made a part hereof.

- 1.2 TOWN hereby appoints the Broward County Building Official as the building official for the TOWN pursuant to the requirements of Section 201.1(A)(1) of the South Florida Building Code which includes the authority to issue permits.
- 1.3 TOWN hereby appoints the Broward County Fire Marshall as the Fire Marshall for the TOWN and authorizes the Fire Marshall to perform the required duties set forth within the South Florida Building Code and applicable provisions of Florida Statute.
- 1.4 TOWN hereby appoints the Broward County Zoning Official as the Zoning Official for the TOWN and authorizes the Zoning Official to perform the required duties set forth within the Broward County Zoning Code, as adopted by the TOWN as of June 6, 2000.
- 1.5 Broward County staff shall be available upon request for staff support services at meetings of the TOWN Council or its boards.
- 1.6 At the termination of this Agreement, COUNTY shall complete and finalize all actions for all matters for which fees had been collected by the COUNTY prior to the termination of this Agreement.
- 1.7 All matters which had been routinely heard by the County Commission as the local government providing municipal type services to the area now know as Southwest Ranches shall now be heard by the Town Council.

2. TERM OF AGREEMENT:

- 2.1. This Agreement shall become effective upon execution by the COUNTY and shall terminate ninety (90) from the effective date, or upon the execution by both parties of any subsequent agreement for services, whichever occurs first.
- 2.2. This Agreement shall remain in full force and effect for the above referenced time frame unless terminated as provided herein.

3. COMPENSATION:

- 3.1 **Building Code Services** - Services shall be provided by COUNTY in accordance with the fees charged pursuant to the Broward County

Administrative Code, as such fees may be amended from time to time. All fees shall be retained by the COUNTY for services specified in Exhibit "A."

3.1.1 Additional services requested by TOWN shall be billed to TOWN monthly at a cost of Fifty Dollars (\$50.00) per hour for temporary Building Official services and Forty Dollars (\$40.00) per hour for all other additional services.

3.2 **Zoning Code Services** - Services shall be provided by COUNTY in accordance with the fees charged pursuant to the Broward County Administrative Code, as such fees may be amended from time to time. All fees shall be retained by the COUNTY for services specified in Exhibit "B."

3.2.1 All other services for staff to attend TOWN meetings, as requested in writing, shall be billed to TOWN monthly at a cost of Forty Dollars (\$40.00) per hour.

3.3 **Plat and Site Plan Review Services** - Services shall be provided by COUNTY in accordance with the fees charged pursuant to the Broward County Administrative Code, as such fees may be amended from time to time. All fees shall be retained by the COUNTY for services specified in Exhibit "C."

3.3.1 All other services for staff to attend TOWN meetings, as requested in writing, shall be billed to TOWN monthly at a cost of Seventy Dollars (\$70.00) per hour during regular COUNTY business hours and One Hundred Five Dollars (\$105.00) per hour after regular COUNTY business hours.

4. **TERMINATION:**

This Agreement may be terminated by either party upon fifteen (15) days written notice to the other party of such termination pursuant to Section 6, NOTICES, herein.

5. **GOVERNMENTAL IMMUNITY:**

TOWN is a state agency as defined in Chapter 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their elected officials, agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political

subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

6. NOTICES:

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

FOR COUNTY:

County Administrator
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR TOWN:

Mayor
Town of Southwest Ranches
3111 Stirling Road
Fort Lauderdale, FL 33312

7. MISCELLANEOUS PROVISIONS:

- 7.1 Assignment: COUNTY shall perform the services provided for in this Agreement exclusively and solely for the TOWN which is a party to this Agreement. TOWN shall not have the right to assign this Agreement.
- 7.2 Waiver: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 7.3 Severability: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
- 7.4 Entire Agreement: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from

the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

- 7.5 Modifications: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 7.6. Choice of Law; Waiver of Jury Trial: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
- 7.7. Counterpart Originals: The parties agree that this Agreement may be executed in counterparts, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the parties.
- 7.8 Drafting: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.
- 7.9 Recording: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Interim Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 24th day of October, 2000, and TOWN OF SOUTHWEST RANCHES, signing by and through its mayor, duly authorized to execute same.

COUNTY

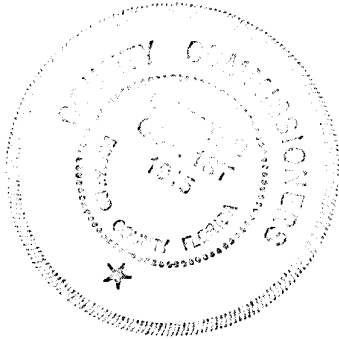
ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

R. A. H.
County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

By S. G. Humberger
Chair

6th day of November, 2000.



Approved as to form by
Office of County Attorney
Broward County, Florida
Edward A. Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Sharon L. Cury
~~Assistant~~ County Attorney
Deputy

INTERIM INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF
SOUTHWEST RANCHES FOR SERVICES PROVIDED BY BROWARD COUNTY.

TOWN

Witnesses:

John Laprade
Christine Hood

TOWN OF SOUTHWEST RANCHES

By Mecca Fend
Mayor-Commissioner

26 day of October, 2000

By James P. Wood
Town Manager

26th day of October, 2000 (date)

APPROVED AS TO FORM:

By [Signature]
Town Attorney

slc/wp
#2swranches.a01
10/26/00
00-139

EXHIBIT "A"

BUILDING CODE INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND RELATED SERVICES

Indicate service requested:

"FS" for full service

"PS" for partial service

"NS" for no service

	<u>INSPECTIONS</u>	<u>PLAN REVIEWS</u>
Structural	<u>FS</u>	<u>FS</u>
Plumbing	<u>FS</u>	<u>FS</u>
Electrical	<u>FS</u>	<u>FS</u>
Mechanical	<u>FS</u>	<u>FS</u>
Fire	<u>FS</u>	<u>FS</u>
Mobile home	<u>FS</u>	<u>FS</u>

OTHER SERVICES:

Permit Issuance	<u>FS</u>
Enforcement of South Florida Building Code or applicable Building Code	<u>FS</u>
Enforcement of South Florida Building Code (Fire provisions) or applicable Fire Code	<u>FS</u>
Business/Code Inspections	<u>FS</u>
Building Official function required by South Florida Building Code or applicable Building Code	<u>FS</u>

EXHIBIT "B"
ZONING CODE SERVICES

Indicate service requested:

"FS" for full service

"PS" for partial service

"NS" for no service

Zoning Information Services	<u>FS</u>
GIS	<u>FS</u>
Site Plan Review and Zoning Permit Issuance	<u>FS</u>
Zoning Variance Petition Processing and Staff	<u>FS</u>
Rezoning Petition Processing	<u>FS</u>
Code Enforcement Processing and Staff Support	<u>FS</u>
Certificate of Use and Outdoor Event Processing and Inspection	<u>FS</u>
Code Enforcement	<u>FS</u>

EXHIBIT "C"
PLANNING SERVICES

Indicate service requested:

"FS" for full service

"PS" for partial service

"NS" for no service

Plat Review FS

Development Review FS

Site Plan Review - PS

Director of Development Management
Division shall forward application and
comments from reviewing agencies to
TOWN. Director of Development Management
Division shall not issue Site Plan Development Order.

AGREEMENT



BETWEEN

TOWN OF SOUTHWEST RANCHES

AND

CRAVEN THOMPSON & ASSOCIATES, INC.

PROVIDING FOR

COMPREHENSIVE PLAN

FOUNDED JUNE 2000

Preserving Our Rural Lifestyle

This Agreement between: TOWN OF SOUTHWEST RANCHES, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "TOWN",

AND

CRAVEN THOMPSON & ASSOCIATES INC., consultant firm doing business or authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and frame of the reference for this Agreement and to express the objectives and intentions of the respective parties hereto, the following statements representations and explanations shall be accepted as predicates for the undertaking and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 TOWN has budgeted funding to provide for this Agreement.
- 1.2 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and TOWN based upon a competitive Request For Proposal (RFP) process. Sealed proposals were received on December 19,2000.
- 1.3 CONSULTANT is to prepare a "Comprehensive Plan" for the TOWN in accordance with the requirements of Florida Statutes, Chapter 163 and Department of Community Affairs, Administrative Rule 9J-5, Part II, and other applicable laws and regulations.
- 1.4 TOWN Council per Resolution 2001-29, authorized the development of an Agreement based upon proposal received and commitments made by the Town Administrator and CONSULTANT to include the execution of said Agreement.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CONSULTANT services will consist of preparation of a Comprehensive Plan, as outlined in Exhibit "A", for adoption by the Town Council and submission to and approval by the Department of Community Affairs and certified by the Broward County Planning Council (BCPC), all in accordance with Florida Statutes, Chapter 163, Part II, Florida Administrative Code, Chapter 9J-5, and other applicable laws and regulations. Time frame for task may be adjusted based upon approval by the Town Administrator. The CONSULTANT's services will not be deemed complete until such time as the Comprehensive Plan has been finally approved by the Department of Community Affairs and certified by the BCPC. CONSULTANT shall perform all services necessary to present, revise and finalize the Comprehensive Plan with all applicable governmental agencies.
- 2.2 The Comprehensive Plan is expected to exceed minimal compliance standards, and to include extensive and detailed graphic materials, and supporting text .
- 2.3 CONSULTANT shall perform research, compile and analyze data, coordinate public participation, participate in public hearings, prepare mandatory adjustments, if applicable, any accompanying or supporting maps, graphics, reports, data and exhibits and shall perform all related services as may be necessary to develop a Comprehensive Plan in accordance with applicable statutory and regulatory requirements. Any optional plan elements shall be prepared under a separate, written agreement with the Town.
- 2.4 CONSULTANT shall be responsible for ensuring that all data, exhibits or reports accompanying or supporting the Comprehensive Plan is current, reliable, valid and reflective of the local conditions of or affecting the Town.
- 2.5 CONSULTANT shall be responsible for public participation opportunities, emphasizing extensive community contact, in accordance with public participation procedures as required by the Town Administrator. CONSULTANT shall closely coordinate all steps in the development of the Comprehensive Plan with the Town Administrator.

- 2.6 The Comprehensive Plan is to be based on and tailored specifically to the Town's particular present and projected conditions, needs and future growth and development.
- 2.7 The Comprehensive Plan will be developed within a reasonable time period which, shall enable the Town to comply with the time period imposed by Florida Law. The Comprehensive Plan must be provided in a time frame which allows for adoption on or before November 30, 2002.
- 2.8 CONSULTANT shall participate in at least two "visioning" sessions with the Town Council, Advisory Board, staff and community. The purpose of the sessions are to determine and establish expectations and preliminary priorities. The input received shall be used by the CONSULTANT to formulate the goals, objectives and policies of the Comprehensive Plan. The "visioning" sessions shall be facilitated by an independent outside party.
- 2.9 CONSULTANT shall provide the TOWN with three (3) copies of the Final Comprehensive Plan.

ARTICLE 3

TERM

- 3.1 The term of this Agreement shall commence on the date this Agreement is executed by TOWN and shall continue until the Comprehensive Plan is approved in compliance with Florida Statutes, Chapter 163, Part II, Florida Administrative Code, Chapter 9J-5, BCPC and other applicable laws and regulations, however in no case shall completion of all approvals be later than November 30, 2002.
- 3.2 This Agreement shall serve as CONSULTANT's written Notice to Proceed from the Town Administrator.
- 3.3 CONSULTANT shall work to the best of its ability to complete the Comprehensive Plan on or before November 30, 2002. However, it is recognized by the TOWN that the schedule for obtaining governmental approvals is beyond the control of CONSULTANT and that CONSULTANT can only respond in a timely manner to agency requests for information.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 AMOUNT AND METHOD OF COMPENSATION

4.1.1 LUMP SUM COMPENSATION

It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth in Exhibit "A" .

TOWN agrees to pay CONSULTANT a compensation for performance of all services described in Exhibit "A", required under the terms of this Agreement a Lump Sum of One Hundred Seventeen Thousand Dollars (\$117,000). The Lump Sum amount included any and all reimbursable expenses provided by CONSULTANT.

4.1.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 5.1.1 is a limitation upon , and describes the maximum extent of, TOWN's obligation to reimburse CONSULTANT for direct costs, non salary costs, but does not constitute a limitation, of any sort, upon CONSULTANT obligation to incur such expenses in the performance of services hereunder. If TOWN or Town Administrator requests CONSULTANT to incur expenses not contemplated in the amount agreed upon, CONSULTANT shall notify the Town Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

4.2 METHOD OF BILLING

4.2.1 LUMP SUM COMPENSATION BILLING

TOWN and CONSULTANT agree to the payment schedule set forth in Exhibit "B".

4.2.2 METHOD OF PAYMENT

TOWN shall pay CONSULTANT within fifteen (15) calendar days from receipt of CONSULTANT's proper statement, Ninety Percent

(90%) of the total shown to be due on such statement. When the services to be performed on each Task are completed through Task IV and with approval by the Town Administrator that the Tasks are progressing in a satisfactory manner, the Town Administrator, in his or her sole discretion, authorize that the payments for each Task be increased to One Hundred Percent (100%) of the total shown to be due on subsequent statements.

4.2.3 Payment will be made to CONSULTANT at:

Craven Thompson & Associates Inc.
3563 N. W. 53 Street
Fort Lauderdale, Fl. 33309

ARTICLE 5

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 5.1 TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the intent of the RFP for the services to be performed. The changes must be contained in a written amendment that is executed by the parties, with the same formality and of equal dignity of this Agreement, prior to any deviation from this Agreement.
- 5.2 In the event a dispute between the Town Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Town Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Mayor for resolution. The decision of the Town Mayor shall be final and binding on both parties. During the pendency of any dispute, CONSULTANT shall promptly continue to perform the disputed services.

ARTICLE 6

TOWN'S RESPONSIBILITIES

- 6.1 TOWN shall assist CONSULTANT by placing at CONSULTANTS disposal all information TOWN has available pertinent to this Agreement, including previous reports and any other data relative to the Agreement.
- 6.2 TOWN will provide basic staff to the Comprehensive Plan Advisory Board.
- 6.3 TOWN shall execute all reviews and analysis in a timely manner to support the completion of this Agreement within the timeframes defined herein.

ARTICLE 7

MISCELLANEOUS

7.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer files reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of TOWN, whether the they are completed or not, and shall be delivered by CONSULTANT to TOWN within seven (7) days of the receipt of the written notice of termination. If applicable, TOWN may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article 7.

7.2 TERMINATION

7.2.1 This Agreement may be terminated for cause by action of TOWN or by CONSULTANT upon three (3) day's written notice by the party that elected to terminate, or for convenience by action of TOWN upon not less than fourteen (14) day's written notice by the Town Administrator. This Agreement may also be terminated by the Town Administrator upon such notice as the Town Administrator deems appropriate under the circumstances in the event the Town Administrator determines that termination is necessary to protect the public health, safety, or welfare of the TOWN.

7.2.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of TOWN as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

7.2.3 Notice of termination shall be provided in accordance with the "NOTICES" article of this Agreement except that notice of termination by the Town Administrator which the Town Administrator deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing.

7.2.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date this Agreement is terminated. Compensation shall be withheld until all documents listed under Article 8.1 of this Agreement, are provided to TOWN. Upon being notified of TOWN'S election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under this Agreement. Under no circumstances shall TOWN make payment of profit for services which have not been performed. CONSULTANT acknowledges and agrees the One Dollar (\$1.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for TOWN'S right to terminate this Agreement for convenience.

7.3 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Agreement. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three

(3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT'S RECORDS, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

7.4 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement.

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

7.5 INDEMNIFICATION OF TOWN

CONSULTANT shall at all times hereafter indemnify, hold harmless and defend TOWN, its officers and agents against any and all claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs and expenses, caused by negligent act or omission of CONSULTANT, its employees, agents or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Administrator and the Town Attorney, any sums due CONSULTANT under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN.

7.6 INSURANCE

7.6.1 Workers' Compensation Insurance to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida and all applicable federal laws.

7.6.2 Comprehensive General and Commercial Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed by the Insurance Service Office, and must include:

Premises and/or Operations
Independent Contractors

7.6.3 CONSULTANT shall provide to TOWN a Certificate of Insurance or a copy of all insurance policies required by Article 7.6. TOWN reserves the right to require a certified copy of such policies upon request. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

7.7 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, return receipt requested, addressed to the party to whom it is intended at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR TOWN:

John Canada, Town Administrator
3111 Stirling Road
Fort Lauderdale, Fl. 33312

FOR CONSULTANT:

Robert D. Cole, III, P.E., Executive Vice President
3563 N. W. 53 Street
Fort Lauderdale, Fl. 33309

7.8 CONSULTANT'S STAFF

CONSULTANT will obtain written approval of the Town Administrator to change key staff. CONSULTANT shall provide the Town Administrator

with such information as necessary or requested to determine the suitability of proposed new key staff. The Town Administrator will be reasonable in evaluating new key staff qualifications.

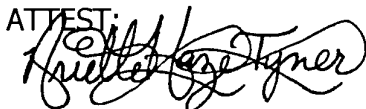
If the Town Administrator desires to request removal of any of CONSULTANT's staff, the Town Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS agreement on the respective dates under each signature: TOWN OF SOUTHWEST RANCHES through its TOWN COUNCIL, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Council action on the 8th day of February 2001 and CRAVEN THOMPSON & ASSOCIATES INC. signing by and through its Executive Vice President, Robert D. Cole, III, P.E., duly authorized to execute same

TOWN

TOWN OF SOUTHWEST RANCHES

ATTEST:



Arielle Haze Tyner, Town Clerk

By Mecca Fink
Mecca Fink, Mayor

26 day of April 2001

By John Canada
John Canada, Town Administrator

26 day of April 2001

APPROVED AS TO FORM AND CORRECTNESS:

By Gary A. Poliakoff
Gary A. Poliakoff, Town Attorney

AGREEMENT BETWEEN TOWN OF SOUTHWEST RANCHES AND CRAVEN THOMPSON & ASSOCIATES INC. FOR SERVICES PROVIDED BY CRAVEN THOMPSON & ASSOCIATES INC.

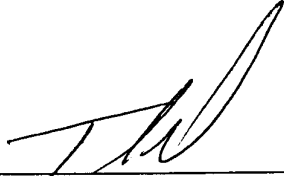
CONSULTANT

ATTEST:

CRAVEN THOMPSON & ASSOCIATES INC.,
a consultant firm doing business or authorized
to do business in the State of Florida.



Martha DiGirolamo

By: 

Thomas M. McDonald

Title: _____ President _____

28 day of March 2001

Exhibit "A"

Scope of Work
Comprehensive Plan
By Task

- Task I: Phase I: Consultant shall prepare "Mini" Evaluation and Appraisal Report –March, 2001
- task shall focus on existing comprehensive plan developed by Broward County for the area, which is now the Town of Southwest Ranches
 - evaluation and analysis of exiting conditions – all comprehensive plan elements
 - identify Town Council as Local Planning Agency (LPA)
 - initiate multi-jurisdictional coordination group including but not limited to: Florida Dept. of Transportation, So. Florida Water Management District, appropriate County agencies and So. Florida Regional Planning Council
 - consult with Town Administrator on the results of the evaluation and coordination
 - prepare draft report for Town Administrator of preliminary results
- Task II: Visioning Session #1- April, 2001
- formulate visioning/ public participation plans
 - review visioning plans with Town Administrator
 - identify issues and opportunities
 - develop preliminary goals, objectives and policies (GOP's)
 - consult with Town Administrator on the results of the visioning session
- Task III: Mini Evaluation and Assessment Report – May, 2001
- prepare draft report for the Town Administrator
 - consultant to present and review Mini Evaluation and Assessment Report with Town Council to include recommended future actions
- Task IV: Phase II: Focused Comprehensive Plan Development – June 2001
- analyze focused elements
 - refine preliminary goals, objectives and policies (GOP's)
 - consult with Town Administrator on results of analysis and refinement

- Task V: Visioning Session #2 – July, 2001
- formulate visioning/ public participation plans
 - review visioning plans with Town Administrator
 - refine issues and opportunities
 - refine preliminary goals, objectives and policies (GOP's)
 - prepare monitoring and evaluation program
 - consult with Town Administrator on the results of the visioning session
- Task VI: Finalize Comprehensive Plan – August, 2001
- prepare draft Comprehensive Plan and maps
 - review drafts with Town Administrator
- Task VII: Local Planning Agency –LPA (Town Council) first review –
September, 2001
- prepare draft comprehensive for presentation to LPA
 - provide presentation to LPA
- Task VIII: Public Hearing LPA - October, 2001
- prepare necessary reports and presentation material for public hearing
 - review material with Town Administrator prior to public hearing
 - present Comprehensive Plan at public hearing
- Task IX: Broward County Planning Council – November, 2001
- prepare necessary reports and presentation material for presentation to Broward County Planning Council
 - review material with Town Administrator prior to presentation
 - present Comprehensive Plan at public hearing
- Task X: Comprehensive Plan approval and review process –
November, 2001 through February 2002
- approval and review process with:
 - Broward County Planning Council
 - Broward County
 - Florida Department of Community affairs (DCA)

Note: Time frame for tasks may be adjusted upon approval of Town Administrator.