

WHEREAS, the Town of Golden Beach, Florida has been maintainir the roadside areas and medians on Ocean Boulevard (A1A); and

WHEREAS, the Town of Golden Beach entered into an agreement wi the State of Florida, Department of Transportation for reimburse of the cost of maintenance; and

WHEREAS, the Town of GoldenBeach, Florida desires to renew sai agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA.

SECTION 1. That the Mayor and appropriate Town Officials are hereby authorized to enter into an agreement for highway landscapi maintenance with the State of Florida.

SECTION 2. That said agreement marked Exhibit "A" attached he to, is a part of this resolution.

SECTION 3. That said officials are hereby authorized to exte the terms of said agreement provided the conditions remain unchang PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 21 day of July, 1987.

The Motion to adopt the foregoing was offered by:

Vice Mayor Tweddle
seconded by:

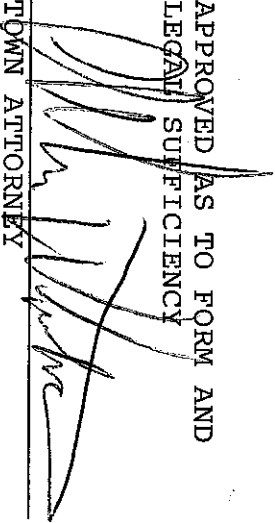
Councilman Duffner
and on roll call the following vote ensued:

Mayor Tobin	<u>aye</u>
Vice Mayor Tweddle	<u>aye</u>
Councilman Fried	<u>aye</u>
Councilman Duffner	<u>aye</u>
Councilman Sorota	<u>aye</u>



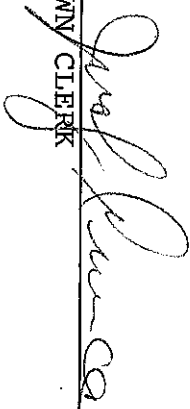
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



TOWN ATTORNEY

ATTEST



TOWN CLERK

TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the TOWN OF GOLDEN BEACH a political subdivision of the State of Florida, existing under the Laws of the State of Florida, herein called the TOWN.

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT for the purpose of safety has created road areas and median strips on that part of the State Highway System described in Attachment "A", which by reference hereto shall become a part hereof, within the corporate limits of the TOWN and

WHEREAS, the TOWN hereto is of the opinion that said median strip areas and roadside areas shall be attractively landscaped with various flora; and

WHEREAS, the parties hereto mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the TOWN by resolution No. 375-87 dated July, 19 87, attached hereto as Attachment "B", which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

DEPARTMENT right-of-ways having limits described by Attachment "A", or subsequent amended limits mutually agreed to in writing by both parties. the purpose of this agreement, the maintenance to be provided by the TOWN defined as follows:

- A. To mow, cut and/or trim the grass or turf in accordance with State of Florida "Guide for Roadside Mowing" (1977).
 - B. To properly prune all plants which includes:
 - (a) removing dead or diseased parts of plants, or
 - (b) pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way;
 - (c) root pruning as needed to prevent roadway damage;
 - C. To remove dead, diseased or otherwise deteriorated plants;
 - D. To keep litter removed from the median strip and roadside areas.
 - E. To remove and dispose of all trimmings, roots, litter etc. resulting from the activities described by A through D inclusively as described above.
2. The TOWN shall not be responsible for clean-up, removal and disposal of debris from the DEPARTMENT's right of way having limits described by Attachment "A", or subsequent amended limits mutually agreed to in writing by both parties following a natural disaster (i.e. hurricane, tornadoes, etc). However, the cost of any cycle or part thereof that could be impaired by an such event may be deducted from the payment to the TOWN.

of omission or commission of the CITY, its subconsultants, agents, or employees. Neither TOWN nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees.

4. If, at any time while the terms of this agreement are in effect it shall come to the attention of the DEPARTMENT's Maintenance Engineer that the TOWN's responsibility as established herein or a part thereof is not properly accomplished pursuant to the terms of this Agreement, said Maintenance Engineer may at his option issue a written notice in care of the Mayor of Golden Beach, 1 Golden Beach Drive, Golden Beach, Florida 33160 to place TOWN on notice thereof. Thereafter the TOWN shall have a period of (30) calendar days within which to correct the cited deficiency or deficiencies said deficiency or deficiencies are not corrected within this time period DEPARTMENT may at its option, proceed as follows:

A. Maintain the median strip or roadside area declared deficient with DEPARTMENT or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the TOWN or

B. Terminate this agreement in accordance with Item seven (7) of this Agreement.

state road be widened, altered or otherwise changed and maintained to meet future criteria or planning of the DEPARTMENT.

6. The DEPARTMENT agrees to pay to the TOWN quarterly (each three month period following a notice to proceed) compensation for the cost of maintenance as described under Item one (1) A through one (1) E of this agreement. The lump sum payment will be in the amount of \$2,750 dollars per quarter for a total sum of \$11,000 dollars per the DEPARTMENT's Fiscal Year of July 1st through June 30th. An Agreement which commences after July 1st shall be paid on a prorated basis for the remainder of the Fiscal Year. In the event this agreement is terminated as established by Item seven (7) herein, no payment will be made for the quarter in which termination occurs.

7. This agreement or part thereof is subject to termination under one of the following conditions:

- (a) In the event the DEPARTMENT exercises the option identified by Item four (4) of this agreement.
- (b) As mutually agreed to by both parties with a (30) thirty day written notice.

8. The terms of this Agreement commences on the date a written notice to proceed is issued to the MAYOR by the DEPARTMENT's Maintenance Engineer and continues until June 30th. This agreement may be renewed and extended on an annual basis from July 1st to June 30th upon written approval by both parties (i.e. the MAYOR for the TOWN and the Maintenance Engineer for the DEPARTMENT).

by the DEPARTMENT. The TOWN shall not change or deviate from said plans without written approval by the DEPARTMENT.

B. All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards;

C. All requirements and terms established by this agreement shall also apply to any additional landscaping installed under this item;

D. The TOWN agree's to complete, execute and comply with the requirements of the DEPARTMENTS standard permit provided as Attachment "C" to this agreement with by reference hereto shall be a part hereof;

E. No change will be made in the payment terms established under item number six (6) of this agreement due to any increase in cost to the TOWN resulting from the installation and maintenance of landscaping added under this item;

F. In the event this agreement is terminated as established under item seven (7) herein, the TOWN agrees to accept full responsibility for all maintenance within the entire area(s) defined by plans and permits defined and established as a result of this item. The TOWN shall provide this maintenance at no cost to the DEPARTMENT.

10. This writing embodies the entire agreement and understanding between the parties hereto and there are no

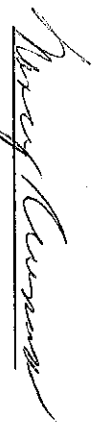
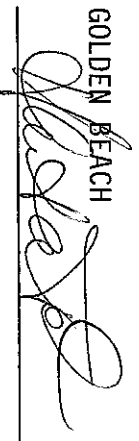
12. This agreement, regardless of where executed shall be governed by, and construed according to the laws of the State of Florida.


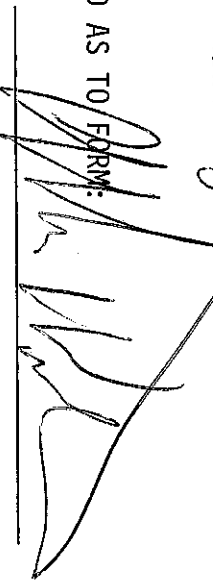
IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Deputy Assistant Secretary.

ATTEST: _____ (SEAL)
Executive Secretary


TOWN OF GOLDEN BEACH
By: 
Mayor

By: 
Town Clerk
APPROVED AS TO FORM: 
Town Attorney

SECTIONS INCLUDED IN THE
"LANDSCAPING MAINTENANCE AGREEMENT"
BETWEEN THE DEPARTMENT AND THE
TOWN OF GOLDEN BEACH

SITE #	STATE ROAD NUMBER	SECTION NUMBER	STREET NAME	FROM	TO
1	A1A	87060	Ocean Blvd.	Terracina Ave.	Dade/Broward County Line

TOTAL