



Council Report

To: The Honorable Mayor and City Council
From: Wisler Pierre-Louis, Public Works Director *WLP*
Date: December 9, 2014

RE: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LANDSCAPE, IRRIGATION, SIGNAGE AND LANDSCAPE LIGHTING MAINTENANCE MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE CITY OF NORTH MIAMI BEACH, PROVIDING THE TERMS AND CONDITIONS FOR THE ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES FROM NORTH MIAMI TO NORTH MIAMI BEACH ON A PORTION OF STATE ROAD 826 BETWEEN BISCAYNE BOULEVARD AND SUNNY ISLES CAUSEWAY, SITUATED WITHIN NORTH MIAMI CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

RECOMMENDATION

Staff is recommending that the Mayor and Council approve the attached resolution authorizing the City Manager to execute a Landscape, Irrigation, Signage and Landscape Lighting Maintenance Memorandum of Understanding between the City of North Miami and the City of North Miami Beach.

BACKGROUND

The City of North Miami Beach desires to perform Maintenance Services including beautification improvements and the replacement of a “Welcome Sign” on the portion of State Road 826 (i.e., NW 167th Street/NE 163rd Street/Sunny Isles Causeway), situated within the city-boundary of the City of North Miami and is seeking the approval and execution of the *Landscape, Irrigation, Signage and Landscape Lighting Maintenance Memorandum of Understanding* (“MOU”), to provide scheduled Maintenance Services to the portion of State Road 826, situated within the City of North Miami.

In this agreement, North Miami Beach agrees to maintain the FDOT Right-of-Way located within the City of North Miami limits, including the provision of landscaping, signage, landscape lighting, irrigation systems, and to mow, trim, prune, mulch, water and fertilize all plant materials on the FDOT Right-of-Way located within the City of North Miami limits.

ATTACHMENTS

- Proposed Resolution
- Proposed Maintenance Memorandum of Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LANDSCAPE, IRRIGATION, SIGNAGE AND LANDSCAPE LIGHTING MAINTENANCE MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE CITY OF NORTH MIAMI BEACH, PROVIDING THE TERMS AND CONDITIONS FOR THE ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES FROM NORTH MIAMI TO NORTH MIAMI BEACH ON A PORTION OF STATE ROAD 826 BETWEEN BISCAYNE BOULEVARD AND SUNNY ISLES CAUSEWAY, SITUATED WITHIN NORTH MIAMI CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami Beach, Florida (“North Miami Beach”), has a *Turf and Landscape Joint Participation Agreement* (“Joint Agreement”) with the Florida Department of Transportation (“FDOT”), whereby North Miami Beach performs scheduled maintenance on a portion of State Road 826 North Miami, as more particularly prescribed in the Joint Agreement (“Maintenance Services”); and

WHEREAS, North Miami Beach desires to perform Maintenance Services on the portion of State Road 826 (i.e., NW 167th NE 163rd Street/Sunny Isles Causeway), situated within the city-boundary of the City of North Miami (“City”); and

WHEREAS, North Miami Beach is seeking the approval and execution of the *Landscape, Irrigation, Signage and Landscape Lighting Maintenance Memorandum of Understanding* (“MOU”), in substantially the attached form, to provide scheduled Maintenance Services to the portion of State Road 826, situated within the City (“City Right-of-Way”); and

WHEREAS, under the MOU, North Miami Beach agrees to maintain the City Right-of-Way, including the provision of landscaping, signage, landscape lighting, irrigation systems; and to mow, trim, prune, mulch, water and fertilize all plant materials on the City Right-of-Way; and

WHEREAS, the City Manager respectfully seeks authorization to execute the MOU to effectuate the assignment of maintenance responsibility from the City to North Miami Beach; and

WHEREAS, the Mayor and City Council find that entering into the MOU, in substantially the attached form, is in the best interest of the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority of City Manager. The Mayor and Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a *Landscape, Irrigation, Signage and Landscape Lighting Maintenance Memorandum of Understanding*, in substantially the attached form, providing the terms for the assignment of maintenance responsibilities from North Miami to North Miami Beach on a portion of State Road 826 between Biscayne Boulevard and Sunny Isles Causeway, situated within City limits.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of December, 2014.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Dr. Smith Joseph

_____ (Yes) _____ (No)

Vice Mayor Philippe Bien-Aime

_____ (Yes) _____ (No)

Councilperson Scott Galvin

_____ (Yes) _____ (No)

Councilperson Carol Keys, Esq.

_____ (Yes) _____ (No)

Councilperson Marie Erlande Steril

_____ (Yes) _____ (No)

**LANDSCAPE, IRRIGATION, SIGNAGE
AND LANDSCAPE LIGHTING
MAINTENANCE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NORTH MIAMI BEACH
AND THE CITY OF NORTH MIAMI, FLORIDA**

This Memorandum of Understanding ("MOU"), entered into on _____, 20__, by and between the City of North Miami Beach, Florida, a municipal corporation of the State of Florida ("NMB"), and the CITY OF NORTH MIAMI, Florida a municipal corporation of the State of Florida, ("North Miami"), and collectively referred to as the PARTIES.

RECITALS:

- A. State Road (S.R.) 826/North Miami Beach Boulevard from Biscayne Boulevard U.S. Highway #1 S.R. 5 to NMB's easternmost boundary at the Intracoastal Waterway, and the median therein is Florida Department of Transportation (FDOT) right-of-way, which is located within the limits of North Miami; and
- B. NMB would like to perform scheduled maintenance as agreed upon in its Turf and Landscape Joint Participation Agreement with FDOT Contract#AQY22, Fin#252414-2-78-02 ("Joint Participation Agreement"), attached hereto as Exhibit "A" which by reference shall become a part of this MOU. Such maintenance will involve beautification improvements including landscaping, irrigation systems, sod replacement and the replacement of the Welcome Sign which by reference shall become a part of this MOU; and
- C. The PARTIES mutually recognize the need for entering into this MOU designating and setting forth the responsibilities of each party with regards to the maintenance of the landscaping, signage, landscape lighting and irrigation systems installed; and
- D. North Miami, by Resolution No. ____ - __, dated _____, __, ____, attached hereto as Exhibit 'B', which by reference shall become a part of this MOU, desires to enter into this MOU and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the PARTIES covenant and agree as follows:

1. RECITALS

The recitals in this MOU are true and correct, and are incorporated herein by reference and made a part hereof.

2. NORTH MIAMI'S RESPONSIBILITIES

The PARTIES agree that the execution of this MOU shall constitute an assignment of all maintenance responsibilities pertaining to the landscaping, signage, landscape lighting and irrigation systems within the Project limits (Exhibit "A") to NMB in perpetuity upon execution of this MOU.

3. NMB'S MAINTENANCE RESPONSIBILITIES

NMB shall maintain the landscaping, signage, landscape lighting and irrigation systems in accordance with all applicable NMB guidelines, standards, and procedures. Additionally, NMB shall maintain the landscape and irrigation in accordance with the standards set forth in its Joint Participation Agreement with FDOT. NMB's maintenance obligations shall include but not be limited to:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof.
- c. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Joint Participation Agreement, incorporated herein by reference, and all applicable NMB guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Joint Participation Agreement.
- d. Mulching all plant beds and tree rings.
- e. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- f. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- g. Performing routine and regular inspection of the irrigation system(s) to assure that the systems are fully functional; identifying damage and/or malfunctions to the system(s); repairing and/or replacing broken or missing irrigation equipment; and adjusting spray heads to eliminate overspray of water onto paved areas.

- h. Paying for all water use and all costs associated therewith.
- i. Removing and disposing of litter from roadside and median strips in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- j. Performing routine and regular inspection of landscape lighting performance to ensure that the system(s) are fully functional; identifying damage and/or malfunctions; repairing or replacing broken or missing lighting equipment; and adjusting light throw to eliminate interference with visibility of motoring public.
- k. Performing routine and regular inspection of the Welcome Sign to ensure that it is maintained in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time and as approved by NMB. Ensure all pedestrian and motorists can use the roadway and sidewalks without being exposed to a hazardous condition; identifying damages and/or malfunctions with respect to the sign(s) location, horizontal offset, height, electrical requirements (if illuminated), structural integrity and applied finishes; repairing or replacing all identified damaged component(s) and or equipment.
- l. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.a through 3.k.
- m. Submitting copies of Lane Closure approvals to North Miami when maintenance activities will require the closure of a traffic lane in North Miami's jurisdiction in FDOT's right-of-way.

North Miami may, at its sole discretion, perform periodic inspection of the landscape and irrigation to ensure that NMB is performing its duties pursuant to this MOU. North Miami shall share with NMB its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this MOU. NMB is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, as may be amended from time to time.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the North Miami that NMB's responsibilities as established herein are not being properly accomplished pursuant to the terms of this MOU, North Miami may, at its option, issue a written notice, in care of the CITY MANAGER, to notify NMB of the maintenance deficiencies. From the date of receipt of the notice, NMB shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this MOU.

If said deficiencies are not corrected within this time period, North Miami may, at its option, maintain the landscape and irrigation, or a part thereof and invoice NMB for expenses incurred; or terminate this MOU in accordance with Section 7.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To NMB:

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

To North Miami: City of North Miami

Attention: City Manager

City of North Miami

Attention: City Attorney

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE LANDSCAPE, SIGNAGE, LANDSCAPE LIGHTING AND IRRIGATION SYSTEMS

- a. The PARTIES agree that the landscaping, signage, landscape lighting and irrigation systems addressed by this MOU may be removed, relocated or adjusted

at any time in the future, with prior written approval received by the party requesting the removal, relocation, or adjustment. In the event that NMB relocates or adjusts the landscape, signage, landscape lighting and irrigation systems, NMB's maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the Project Limits.

7. TERMINATION

This MOU is subject to termination under any one of the following conditions:

- a. By North Miami, if NMB fails to perform its duties under Section 3 of this MOU, following the thirty (30) days written notice, as specified in Section 4 of this MOU.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the PARTIES shall reserve the right to unilaterally cancel this MOU if either party refuses to allow public access to any or all documents, papers, letters, or other materials made or received in connection with this MOU which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this MOU.

8. TERMS

- a. The effective date of this MOU shall commence upon execution by the PARTIES. This MOU shall continue in perpetuity or until termination as set forth in Section 7.
- b. This writing embodies the entire MOU and understanding between the PARTIES hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- c. This MOU shall not be transferred or assigned, in whole or in part, without the prior written consent of the PARTIES.
- d. This MOU shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this MOU found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the MOU.
- e. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this MOU shall lie exclusively in a state court

of competent jurisdiction in Miami-Dade County, Florida.

- f. A modification or waiver of any of the provisions of this MOU shall be effective only if made in writing and executed with the same formality as this MOU.
- i. The section headings contained in this MOU are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this MOU shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The PARTIES are state agencies, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this MOU shall be deemed or otherwise interpreted as waiving sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, NMB shall promptly indemnify, defend, save and hold harmless North Miami, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits directly caused by NMB's negligent exercise or of its responsibilities as set out in this MOU, except that neither NMB nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of North Miami.

NMB's obligation to indemnify, defend and pay for the defense of North Miami, or to participate and associate with North Miami in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the NMB's receipt of the North Miami's notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if North Miami sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this MOU. North Miami's failure to notify NMB of a claim shall release NMB of the above duty to defend and indemnify North Miami.

NMB shall pay all costs and fees related to this obligation and its enforcement by the North Miami. The indemnification provisions of this section shall survive termination or expiration of this MOU, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this MOU.

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

CITY OF NORTH MIAMI

_____,
City Manager

ATTEST:

_____,
City Clerk

CITY OF NORTH MIAMI BEACH

Ana Garcia,
City Manager

ATTEST:

Pamela Latimore,
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____,
City Attorney

Jose Smith,
City Attorney

EXHIBIT 'A'

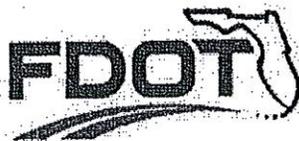
**PROJECT LIMITS TURF AND LANDSCAPE JOINT PARTICIPATION AGREEMENT
WITH FDOT CONTRACT#AQY22, FIN#252414-2-78-02**

Below are the limits of the landscape, signage, landscape lighting and irrigation to be maintained under this **MOU**.

State Road Number: 826/North Miami Beach Boulevard

**Agreement Limits: From medians east of Biscayne Boulevard
to Intracoastal Waterway/Sunny Isles Causeway**

County: Miami-Dade



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111 Avenue
Miami, FL 33172

ANANTH PRASAD, P.E.
SECRETARY

February 17, 2014

Ana M. Garcia, City Manager
City of North Miami Beach
17011 N.E. 19 Avenue
North Miami Beach, FL 33162

RE: NOTICE TO PROCEED – RENEWAL#1
Contract: AQY22
Description: Turf and Landscape Joint Participation Agreement
FIN# 252414-2-78-02

Dear Ms. Garcia:

The Department and the City of North Miami Beach have executed the Joint Participation Agreement noted above for a period of one year, starting April 22, 2014.

The City may invoice the Department after the end of each quarter according to the schedule below.

1 st Quarter-	April 22, 2014 thru July 21, 2014
2 nd Quarter	July 22, 2014 thru October 21, 2014
3 rd Quarter	October 22, 2014 thru January 21, 2015
4 th Quarter	January 22, 2015 thru April 21, 2015

If you have any questions concerning the agreement, please contact me at telephone number (305) 470-5350.

Sincerely,

Rudy Garcia, P.E.
District Maintenance Engineer

RG/si

cc: R. Marrero, K. Al-Said, A. Perez, S. Perez, M. Hevia, File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/03

Contract No.: AQY22 Renewal: (1st, 2nd, etc.) 1st
Financial Project No(s): 252414-2-78-02
County(ies): Miami Dade

This Agreement made and entered into this 7th day of February, 2014, by and between the State of Florida Department of Transportation, hereinafter called "Department", and City of North Miami Beach hereinafter called "Contractor",
(This date to be entered by DOT only)

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 17 day of April, 2013 entered into an Agreement whereby the Department retained the Contractor to perform Maintenance of all landscape and/or turfed areas within the Department's right-of-way having the limits described on Exhibit "B" of the original contract and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 22 day of April, 2014 and ending the 21 day of April, 2015 at a cost of \$ 27,571.75

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

CITY OF NORTH MIAMI BEACH

Name of Contractor

Contractor Name and Title

BY: [Signature]
Authorized Signature

Name of Surety

City State

By: _____ Date _____
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature)

Countersigned: _____ Date _____
Florida Licensed Insurance Agent

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
District Secretary or Designee (Signature)

Title: DIRECTOR

(SEAL) Legal: [Signature]

Fiscal: _____
Approval as to Availability of Funds

[Signature]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

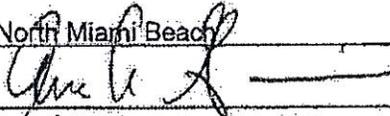
375-040-88
PROCUREMENT
06/11

Contract No: AQY 22
Financial Project No(s): 252414-2-78-02
Project Description: Maintenance of all Landscape and/or turfed areas within the Department's Right of Way, having the limits described on Exhibit "B" of the original contract.

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. 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 Vendor/Consultant during the term of the contract; and
2. 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.

Company/Firm: City of North Miami Beach
Authorized Signature: 
Title: CITY MANAGER
Date: 01.27.14

Dux

Exhibit "B"
Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

LIMITS			
State Road	Road Name	From	To
5	US-1/Biscayne Boulevard	NE 135 th Street	NE 176 th Street
826	Palmetto Expressway	NW 1 st Avenue	Intracoastal Waterway
860	Miami Gardens Drive	NE 6 th Avenue	NE 11 th Avenue
860	Miami Gardens Drive	NE 18 th Avenue	NE 22 nd Avenue

Item Description	Quantity	# Cycles	Total Quantities	Unit Agreement Price	Total Amount
Mowing Small Machine (E104 4 3)	12.494	12	149.828	\$35.00	\$5,247.48
Litter Removal (E110 30)	14.816	12	177.792	\$10.00	\$1,777.92
Edging & Sweeping (E110 32 1)	2.178	12	26.136	\$10.00	\$261.36
Landscape Maintenance (E 580 3 2)	2.322	12	27.864	\$728.00	\$20,284.99
					\$27,571.75

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$27,571.75

Out

RESOLUTION NO R2014-1

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF TURF AND LANDSCAPE OF ROADSIDE AREAS AND MEDIAN STRIPS ON THE STATE HIGHWAY SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has jurisdiction and maintains State Roads 5, 826 and 860 in the City of North Miami Beach, Florida ("City"); and

WHEREAS, the FDOT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway Systems within the corporate limits of the City; and

WHEREAS, the FDOT, at the City's request, has agreed to reimburse the City for the maintenance of turf and landscape on those State Roads; and

WHEREAS, the FDOT has requested to renew the current agreement (City Resolution No. R2013-14) to maintain certain roadside areas and median strips for a one-year period commencing on April 22, 2014; and

WHEREAS, the City recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with FDOT's requirements for maintenance responsibilities; and

WHEREAS, the FDOT has earmarked funding for the maintenance of turf and landscape on State Roads 5, 826 and 860, and has agreed to reimburse the City for these services in the total amount of \$27,571.75 per year; and

RESOLUTION R2014-1

WHEREAS, the Mayor and City Council of the City of North Miami Beach desire to maintain the median strips and roadside areas and authorize the City Manager to execute an Agreement between the City of North Miami Beach and the State of Florida Department of Transportation for the turf and landscape maintenance of these roadside areas and median strips within the corporate limits of the City.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager to execute an agreement, in a form acceptable to the City Attorney, between the City and the State of Florida Department of Transportation, attached hereto as Exhibit "A" and incorporated herein by reference.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this 21st day of January, 2014.

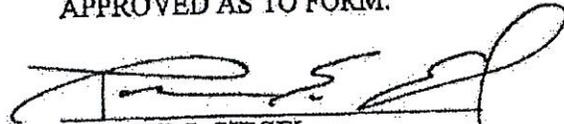
ATTEST:


PAMELA L. LATIMORE
CITY CLERK


GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:


DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and Council

RESOLUTION R2014-1

EXHIBIT 'B'

CITY OF NORTH MIAMI RESOLUTION

To be herein incorporated once ratified by the CITY Council.