



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 03/10/2025

11

DOCUMENT TITLE: LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT FOR STATE ROAD 5 (NORTH FEDERAL HIGHWAY/US-1) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 5 AND ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT WITH JIM MORAN FOUNDATION, INC.

COMM. MTG. DATE: 02/04/2025 CAM #: 25-0068 ITEM #: CR-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: StephanieS. /5001 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☐ YES ☒ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: _____
Kimberly Cunningham Mosley
Attorney's Name

Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 03/13/25

3) City Manager's Office: CMO LOG #: MAR 27 Document received from: CCO 3/14/25

Assigned to: SUSAN GRANT ☐ LAURA REECE ☐
CHRIS COOPER ☐ BEN ROGERS ☐

LAURA REECE as CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE ☐ N/A FOR S. GRANT TO SIGN

PER AACM: C. Cooper _____ (Initial/Date) L. Reece _____ (Initial/Date)

B. Rogers _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 3/14/25

4) Mayor/CRA Chairman: Please sign as indicated. Forward 1 originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Return 1 fully executed original to CAO/ S. Souza /ETX: 5001 Date: _____

6) City Clerk: Scan original and forwards 1 originals to: G. Rizzuti /TAM/Suite 3764

Attach certified Reso # 25-17 ☐ YES ☒ NO

Original Route form to Stephanie S.



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#25-0068

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: February 4, 2025

TITLE: Resolution Approving a Landscape Maintenance Memorandum of Agreement for State Road 5 (North Federal Highway/US-1) with the Florida Department of Transportation for Landscape Improvements within the Right-of-Way of State Road 5 and Assumption of Liability and Hold Harmless Agreement with Jim Moran Foundation, Inc. - (**Commission District 1**)

Recommendation

Staff recommends the City Commission adopt a resolution approving and authorizing the execution of a Landscape Maintenance Memorandum of Agreement for State Road 5 (North Federal Highway/US-1) with the Florida Department of Transportation for improvements within the right-of-way of State Road 5 between Mile Post 5.307 to Mile Post 5.931.

Background

The City of Fort Lauderdale seeks to enter into a Landscape Maintenance Memorandum of Agreement (MMOA) with the Florida Department of Transportation (FDOT) for the purpose of the City maintaining the landscape improvements within the right-of-way on State Road 5.

The MMOA includes provisions allowing the City to construct landscape improvements or to modify an improvement on State Road 5 in accordance with the plans attached as Exhibits "A" and "B" to the agreement.

If approved, the City will enter into this MMOA with FDOT as FDOT cannot directly enter into such a maintenance agreement with private property owners. The City will subsequently enter into an Assumption of Liability and Hold Harmless Agreement with the property owner.

The Assumption of Liability and Hold Harmless Agreement between the City and Jim Moran Foundation, Inc. will transfer responsibility associated with the MMOA to Jim Moran Foundation, Inc., to construct and maintain the improvements installed by them in FDOT right of way in accordance with the agreement at no cost to the City.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Places Area, Goal: Build a beautiful and welcoming community

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

Attachments

Exhibit 1 - Landscape Maintenance Memorandum of Agreement

Exhibit 2 - Assumption of Liability and Hold Harmless Agreement

Exhibit 3 - Location Map

Exhibit 4 - Resolution

Prepared by: Morgan Dunn, Acting Division Manager, Transportation and Mobility

Acting Department Director: Milos Majstorovic, MSCE, PE, Transportation and Mobility

- PSJ** CM-8 [25-0106](#) Motion Rejecting All Bids for the South Side Cultural Arts Center - Manual Transfer Switch - Invitation to Bid (ITB) Event No. 291 - (Commission District 4)
- Attachments:* [Commission Agenda Memo 25-0106](#)
[Exhibit 1 - Solicitation](#)
[Exhibit 2 - Bid Tabulation](#)
- RMH** CM-9 [25-0157](#) Motion Approving a Triparty Lien Settlement Agreement Between Barbara Cohen, Aval Assets, LLC, and the City of Fort Lauderdale - (Commission District 1)
- Attachments:* [Commission Agenda Memo 25-0157](#)
[Exhibit 1 - Triparty Lien Settlement Agreement](#)
- RMH** CM-10 [25-0090](#) Motion Approving a Retroactive Agreement for the Design Criteria Package for the 17th Street Causeway Large Watermain Replacement - Chen Moore and Associates, Inc. - 743-Day Extension and \$39,529.75 - (Commission District 4)
- Attachments:* [Commission Agenda Memo 25-0090](#)
[Exhibit 1 - CAM #22-0582](#)
[Exhibit 2 - Executed Agreement](#)
[Exhibit 3 - Notice to Proceed](#)
[Exhibit 4 - Additional Scope of Work](#)
[Exhibit 5 - Agreement](#)

CONSENT RESOLUTION

- KCM** CR-1 [25-0068](#) Resolution Approving a Landscape Maintenance Memorandum of Agreement for State Road 5 (North Federal Highway/US-1) with the Florida Department of Transportation for Landscape Improvements within the Right-of-Way of State Road 5 and Assumption of Liability and Hold Harmless Agreement with Jim Moran Foundation, Inc. - (Commission District 1)
- Attachments:* [Commission Agenda Memo 25-0068](#)
[Exhibit 1 - Landscape Maintenance Memorandum of Agreement](#)
[Exhibit 2 - Assumption of Liability and Hold Harmless Agreement](#)
[Exhibit 3 - Location Map](#)
[Exhibit 4 - Resolution](#)
- PGB** CR-2 [25-0091](#) Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2025 - Appropriation - (Commission Districts 1, 2, 3 and 4)
- Attachments:* [Commission Agenda Memo 25-0091](#)
[Exhibit 1 - Resolution](#)

Prepared by and return to:

The Jim Moran Foundation, Inc.
ATTN: Val Sousa
100 Jim Moran Blvd.
Deerfield Beach, FL 33442

Folio Number: 494213220010

ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT
("Assumption Agreement") is entered into this 18 day of April 2025, by and between:

The Jim Moran Foundation, Inc., a Florida Corporation, whose
principal address is 100 Jim Moran Blvd., Deerfield Beach, FL
33442, ("OWNER")

and

The City of Fort Lauderdale, a Florida municipality having a
principal address at 101 NE 3rd Avenue, Suite 2100, Fort
Lauderdale, Florida 33301 ("CITY" or "City").

R E C I T A L S

WHEREAS, OWNER is the owner of a parcel of land legally described in Exhibit "A"
attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is located on the west side of State Road 5 (US-1 / Federal
Highway) also known as 4545 North Federal Highway (hereinafter referred to as "Property"), and
within a right-of-way which is under the jurisdiction of the State of Florida Department of
Transportation Highway System ("FDOT"); and

WHEREAS, certain landscape and streetscape improvements are proposed to be installed
in the right-of-way of State Road 5 (US-1 / Federal Highway) (hereinafter referred to as
"Improvements"); and

WHEREAS, the Improvements are proposed to be installed on the west side of the State
Road 5 (US-1 / Federal Highway) right-of-way (between Mile Post 5.307 to Mile Post 5.391) (the
"Improvement Area"); and

WHEREAS, in order to permit the Improvements to be constructed in the FDOT
right-of-way, FDOT requires the City to enter into an agreement entitled "State of Florida
Department of Transportation District Four Landscape Maintenance Memorandum of Agreement"
("Agreement"), which is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the terms and conditions are set forth in the Agreement and impose responsibility for maintenance of the Improvements; and

WHEREAS, as a condition to executing the Agreement, OWNER shall agree to assume all liability, obligations and responsibility under the Agreement and agree to indemnify and hold harmless the City from any and all liability under the Agreement only for the Improvements; and

WHEREAS, OWNER shall not be obligated to assume any maintenance responsibilities with respect to the City's Improvements; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, OWNER and the City hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein.
2. **Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

City Manager means CITY's Chief Executive Officer, its City Manager, or his or her designee.

City Engineer means the City Engineer (Urban Design Engineer) for the CITY, or the City Engineer's designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Engineer. For the purposes hereof, the CITY Engineer's designee shall be the Urban Design Engineer.

Day(s). In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday nor legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Effective Date means the effective date of this Assumption Agreement, which shall be the date upon which both (i) this Agreement is executed by the proper corporate officials for OWNER and the CITY and (ii) the Agreement is executed by FDOT and the City.

Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

3. Compliance and Default. OWNER agrees to assume any and all liability and responsibility for performance under the Agreement except that OWNER shall not be liable for any improvements and work done by the City or third parties unless OWNER provides written consent to such improvements. OWNER hereby agrees to abide by and comply with each and every term and condition set forth in the Agreement and this Assumption Agreement and failure to so comply shall constitute a default under this Assumption Agreement. Any acts or omissions by OWNER or OWNER's contractors, agents or employees that are not in compliance with the terms and conditions of the Agreement shall constitute a default under this Assumption Agreement. The Agreement is incorporated into this Assumption Agreement as if fully set forth herein.

4. Indemnification and Hold Harmless.

(a) OWNER shall protect, defend, indemnify and hold harmless the CITY, its officers, elected officials, volunteers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Agreement and this Assumption Agreement, conditions contained therein, the location, construction, repair, maintenance use or occupancy by OWNER of the Improvements, or the breach or default by OWNER of any covenant or provision of the Agreement or this Assumption Agreement. Without limiting the foregoing, any and all such charges, claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Improvements by OWNER or others, including but not limited to costs, charges and other expenses charged or incurred, including reasonable attorney's fees and costs actually incurred or liabilities arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Agreement and this Assumption Agreement, or any actual violation of any applicable and known statute, ordinance, administrative order, rule or regulation or decree of any court by OWNER, is included in the indemnity.

(b) OWNER further agrees that upon delivery of proper and timely notice of violations under the Agreement it shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense. The City shall retain the right to select counsel of its own choosing as deemed appropriate. This indemnification shall survive termination, revocation or expiration of the Agreement and this Assumption Agreement and shall cover any acts or omissions occurring during the term of the Agreement and this Assumption Agreement.

5. Insurance. At all times during the term of the Agreement and this Assumption Agreement, OWNER, at its expense, shall keep or cause to be kept in effect the insurance coverages for the Improvements set forth in the Agreement and OWNER shall cause such coverage to be extended to CITY as an additional insured and shall furthermore provide Certificates of Insurance to CITY at least fourteen (14) days prior to the commencement of the Agreement and annually thereafter on the anniversary date of the policies.

6. Removal of Improvements and Restoration of Improvement Area.

(a) Except as may otherwise be expressly provided herein, it is agreed that upon termination of the Agreement, in whole or in part, OWNER shall remove all or any part of the Improvements in accordance with the terms and conditions of the Agreement, and OWNER shall restore the right of way and any impacted public utilities to conditions acceptable to FDOT. Such removal and restoration shall be at OWNER's sole cost and expense. In the event OWNER fails to begin to remove all or any part of the Improvements contemplated herein with thirty (30) days after written demand by FDOT or CITY, the CITY is hereby authorized to remove the Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the right of way and any public utilities to conditions acceptable to FDOT, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by OWNER.

(b) In the event OWNER fails to remove the Improvements and CITY finds it necessary to remove the Improvements in accordance with the foregoing, then the total expense incurred by the CITY in removing the Improvements and the reasonable administrative costs associated therewith shall be considered a special assessment and lien upon the Property. OWNER consents to and grants the City the right to place a lien on the Property. OWNER shall have sixty (60) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay or contest to the CITY the full amount due. Failure to timely pay the amount due or serve upon the CITY Manager a written letter contesting the statement of assessed expenses and administrative costs after an adequate review of no less than sixty (60) days will result in the matter being scheduled before the CITY Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the Improvements. The Resolution may also impose a special assessment lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the CITY Commission for the unpaid expenses and costs as stated above shall be recorded with the CITY Clerk and in the Public Records of Broward County, Florida. The assessed expenses and costs and the lien provided for herein may be foreclosed in the manner provided by law. Any lien filed pursuant to this Agreement shall be subordinate to any mortgages/construction financing obtained for any portion of the Project, whether the mortgage/construction financing obtained before or after the Claim of Lien is recorded.

7. Event of Default; Remedy. In the event the OWNER fails to perform or violates any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or default in any term or condition thereof, the City shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption Agreement deal with the right to use public easements and rights-of-way of FDOT used for a

governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the Improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

8. Emergencies. If an emergency situation arises with respect to the Agreement or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone or email notice to OWNER's Contact Person. If, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Section, OWNER's Contact Person shall be Val Sousa; telephone number (954) 224-2305; and e-mail address: val.sousa@jim Moranfoundation.org. In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer and the CITY's Director of the Transportation and Mobility Department, in writing.

9. Damage to Public Property. In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the Improvements cause(s) any damage whatsoever to any other public property, then OWNER shall be responsible for the cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

10. Notices.

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in the Agreement or this Assumption Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Susan Grant
Acting City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301

With copy to: D'Wayne M. Spence
Interim City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

With a copy to: Transportation and Mobility Director
City of Fort Lauderdale
290 N.W. 3rd Avenue
Fort Lauderdale, Florida 33301

AS TO OWNER: The Jim Moran Foundation, Inc.
 ATTN: Val Sousa
 100 Jim Moran Blvd.
 Deerfield Beach, FL 33442

(c) As to activities under Paragraph 8, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 8, Emergencies.

11. Independent Contractor. As between CITY and OWNER, OWNER is an independent contractor under this Assumption Agreement. In providing such services, neither OWNER nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to OWNER or OWNER's agents any authority of any kind to bind CITY in any respect whatsoever.

12. Joint Preparation. Each party and its counsel have participated fully in the review and revision of this Assumption Agreement and acknowledge that the preparation of this Assumption Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Assumption Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

13. Interpretation of Agreement; Severability. This Assumption Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Assumption Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Assumption Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Assumption Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Assumption Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Assumption Agreement, unless otherwise expressly provided. All terms and words used in this Assumption Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

14. Successors. This Assumption Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns. It is intended that this Assumption Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

15. No Waiver of Sovereign Immunity. Nothing contained in this Assumption Agreement is intended to serve as a waiver of sovereign immunity by the City to which sovereign immunity may be applicable.

16. Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

17. Non-Discrimination. OWNER shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Assumption Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

18. Records. Each party shall maintain its own respective records and documents associated with this Assumption Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes as applicable, and any resultant award of attorney's fees for non-compliance with that law.

19. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Assumption Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

20. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Assumption Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Assumption Agreement shall not be deemed a waiver of such provision or modification of this Assumption Agreement. A waiver of any breach of a provision of this Assumption Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Assumption Agreement.

21. Governing Law. This Assumption Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Assumption Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Assumption Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Assumption Agreement, CITY and OWNER hereby expressly waive**

any rights either party may have to a trial by jury of any civil litigation related to the Agreement or this Assumption Agreement or any acts or omissions in relation thereto.

22. Recording. This Assumption Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by OWNER. OWNER shall record this Assumption Agreement with attached exhibits and a copy of the recorded Assumption Agreement shall be provided to City and filed with the City Clerk's Office.

23. Term. This Assumption Agreement shall continue in full force and effect until such time as the Agreement becomes null and void by removal of the Improvements, by operation of law or in accordance with the terms of the Agreement, or is terminated by a court order or mutual agreement between OWNER, FDOT and CITY and no obligations lying thereunder survive such termination.

24. Assignment. OWNER may assign this Assumption Agreement without the prior written consent of the City to a transferee of the fee simple interest in the Property or to an owner responsible for the common areas of the Property (including a condominium association, homeowner's association or property owner's association), with written notice to the City of such assignment and delivery of a copy of the written assumption of responsibilities executed by the assignor and recorded in the Public Records of Broward County, Florida.

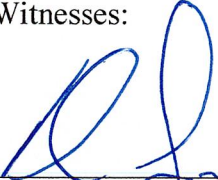
25. Police Power. Nothing herein shall be construed as a waiver of the City's police power. OWNER shall comply with the City's codes, ordinances and regulations with respect to installation and construction of the Improvements. OWNER shall construct operate and maintain the Improvements in compliance with all health, sanitary, fire, zoning and building code requirements and any other governing authority with jurisdiction over the Improvement Area and Improvements.

26. No Property Rights. OWNER expressly acknowledges that pursuant to the terms hereof, it gains no property right through this Assumption Agreement or the Agreement to the continued possession or use of the Improvements within the Improvement Area.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the parties enter into this Assumption of Liability and Hold Harmless Agreement by OWNER and the CITY OF FORT LAUDERDALE and execute this Agreement as follows:

Witnesses:


(Witness #1 Signature)

Val Sousa
(Print Name)


(Witness #2 Signature)

BRENDAN KEATING
(Print Name)

OWNER:

The Jim Moran Foundation Inc., a Florida Corporation

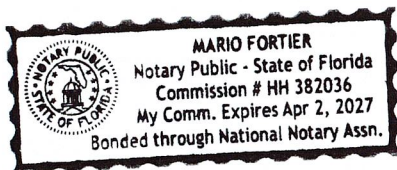
By: Janice M. Moran
Janice M. Moran
President

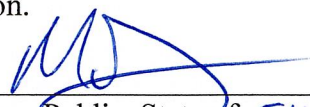
ACKNOWLEDGEMENT

STATE OF Florida)
)SS
COUNTY OF Broward.)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of February 2025, by Janice M. Moran, as President for The Jim Moran Foundation, Inc., a Florida Corporation.

(SEAL)




Notary Public, State of FLORIDA
(Signature of Notary taking Acknowledgment)

MARIO FORTIER
Print, Type of Stamp Commissioned Name
of Notary Public)

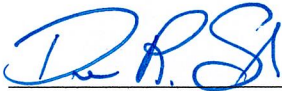
Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced _____

AS TO CITY:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

AGENCY

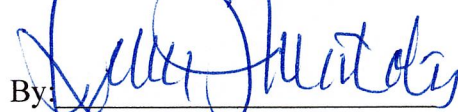
ATTEST:



David R. Solomon, City Clerk

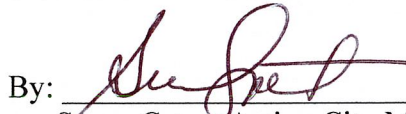


CITY OF FORT LAUDERDALE



Dean J. Trantalis, Mayor

18 day of March, 2025

By: 

Susan Grant, Acting City Manager

14th day of March, 2025

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

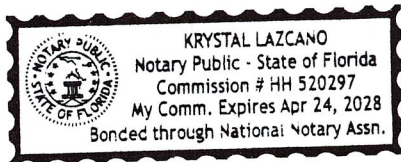
By: 

Kimberly Cunningham Mosley
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of March, 2025, by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a Florida municipality. He is personally known to me.

(SEAL)



Krystal Lazcano

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

KRYSTAL LAZCANO

Name of Notary Typed,
Printed or Stamped

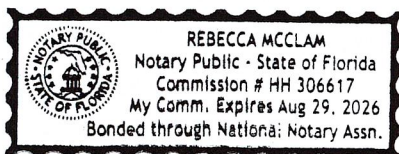
My Commission Expires:

April 24, 2028

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of March, 2025, by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a Florida municipality. He is personally known to me.

(SEAL)



R McClam

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

REBECCA MCCLAM

Name of Notary Typed,
Printed or Stamped

My Commission Expires: Aug 29, 2026



947 Clint Moore Road
Boca Raton, Florida 33487

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

JIM MORAN FOUNDATION PLAT - 5' SIDEWALK EASEMENT

LEGAL DESCRIPTION

A PORTION OF TRACT A, "JIM MORAN FOUNDATION PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183 AT PAGES 632 AND 633 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE SOUTH $89^{\circ}43'42''$ WEST, ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 5.92 FEET; THENCE NORTH $32^{\circ}08'39''$ EAST, ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT A, A DISTANCE OF 349.17 FEET; THENCE SOUTH $30^{\circ}46'19''$ EAST, ALONG THE NORTHEAST LINE OF SAID TRACT A, A DISTANCE OF 5.71 FEET; THENCE SOUTH $32^{\circ}08'39''$ WEST, ALONG THE EAST LINE OF SAID TRACT A, A DISTANCE OF 343.25 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FT. LAUDERDALE, BROWARD COUNTY, FLORIDA.

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT.
4. SAID LANDS CONTAIN 1731 SQUARE FEET, MORE OR LESS.

ABBREVIATIONS

B.C.R.	*	BROWARD COUNTY RECORDS
L	*	ARCLength
CONC.	*	CONCRETE
COR.	*	CORNER
D	*	DELTA (CENTRAL ANGLE)
D.E.	*	DRAINAGE EASEMENT
I.R.	*	IRON ROD
I.R.C.	*	IRON ROD AND CAP
L.B.	*	LICENSED BUSINESS
L.S.	*	LICENSED SURVEYOR
MON.	*	MONUMENT
O.R.B.	*	OFFICIAL RECORDS BOOK
P.O.B.	*	POINT OF BEGINNING
P.O.C.	*	POINT OF COMMENCEMENT
P.B.	*	PLAT BOOK
P.B.C.R.	*	PALM BEACH COUNTY RECORDS
PG.	*	PAGE
P.S.M.	*	PROFESSIONAL SURVEYOR & MAPPER
R/W	*	RIGHT-OF-WAY
U.E.	*	UTILITY EASEMENT

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Digitally signed by
Jeff S
Hodapp
Date:
2024.02.01
13:38:23

Project Name:	JIM MORAN FOUNDATION	DATE:	12/18/2023
JOB NO.	21218	DWG BY:	JSH
		CK'D By:	AJR
			SHEET 1 OF 2

CAD #25-0068

Exhibit 2

M.D.O.K.

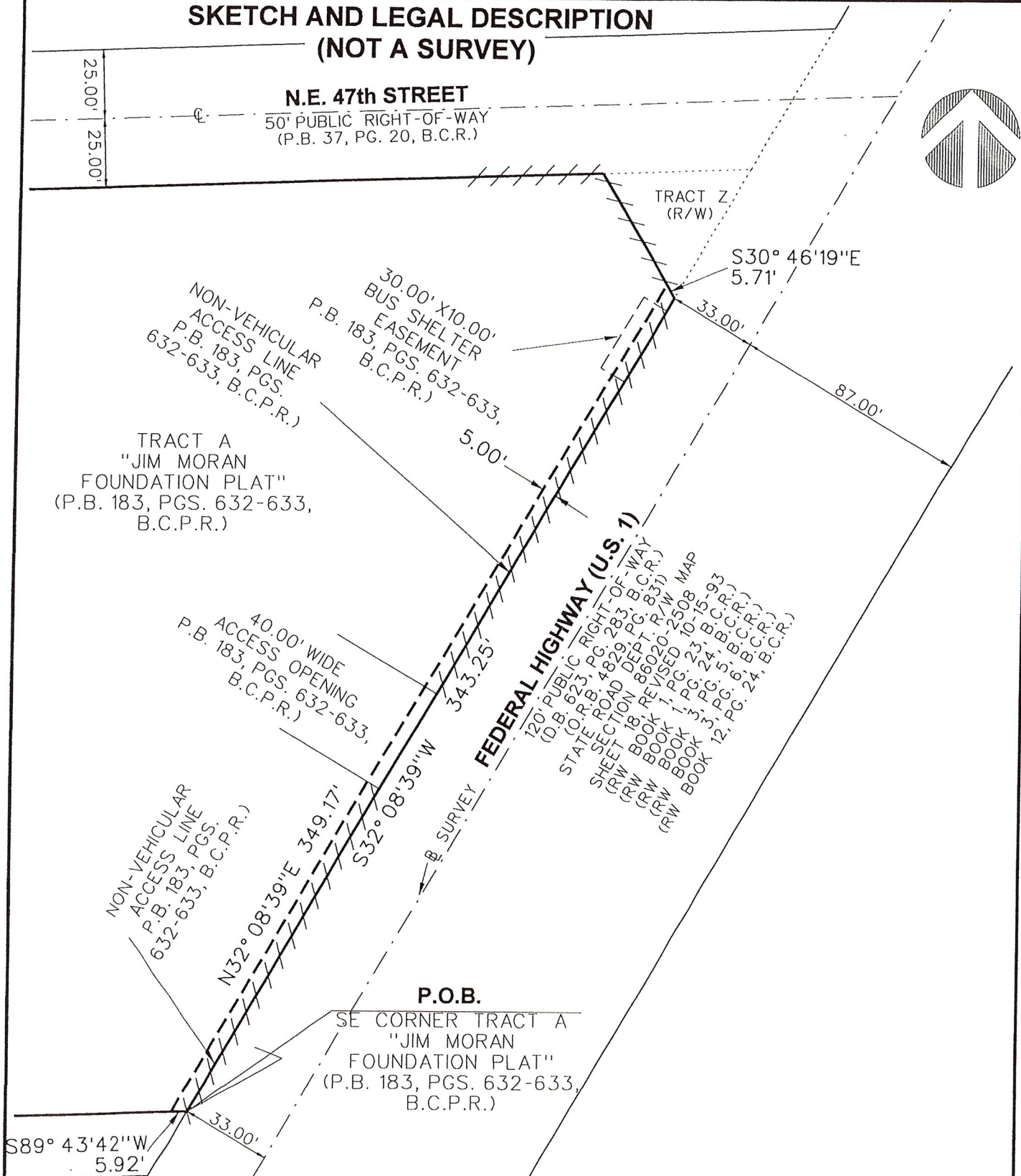


947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



JOB NO.	21218	Project Name:	JIM MORAN FOUNDATION	DWG BY:	JSH	SCALE:	1"=50'
		CK'D By:	AJR	DATE:	12/18/2023	CAM #25-0068	Sheet 2 of 2

Exhibit B

**Florida Department of Transportation District Four Landscape Maintenance
Memorandum of Agreement**

SECTION: 86020000
PERMIT: 2024-L-491-00006
COUNTY: Broward
STATE RD: 5

**FLORIDA DEPARTMENT OF TRANSPORTATION
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this 7th day of March 2025, by and between the **DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the **DEPARTMENT** and the **CITY of FORT LAUDERDALE**, a municipal corporation, existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over **State Road 5 (Federal Highway / US1)** as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment, and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"**, within the corporate limits of the AGENCY from **(M.P. 5.307 to M.P.5.391)**; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain landscape improvements within the right of way of **State Road 5 (Federal Highway / US1)** as described within **Exhibit "B"**; and

WHEREAS, the AGENCY is agreeable to maintaining those Landscape Improvements within the AGENCY'S limits including plant materials, irrigation system and/or hardscape to the medians and areas outside the traveled way to the right of way line and/or areas within the traveled way that may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair of the median concrete replacements associated with the specialty surfacing (if applicable) as needed; 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 AGENCY by Resolution No. 25-17 dated February 4th, 2025, attached hereto as **Exhibit "D"** and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

SECTION: 86020000
PERMIT: 2024-L-491-00006
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NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. INSTALLATION OF FACILITIES

The AGENCY shall install and agrees to maintain the *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any site amenities such as landscape accent lighting, bike racks, fountains, tree grates, decorative free-standing walls, and/or sidewalk, median and/or roadway specialty surfacing such as concrete pavers, stamped colored concrete and/or stamped colored asphalt (also known as patterned pavement).

- a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*; and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida*.
- b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, lateral offsets, and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and **Exhibit "C"**, the Maintenance Plan.
- c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.
- d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, *Standards and Specifications for Turf and Landscape Irrigation Systems*.
- e) The AGENCY shall provide the FDOT Local Operation Center accurate as-built plans of the irrigation system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible. (See paragraph (g) for contact information.)
- f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work through the local Operations Center (see paragraph (g) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.

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- g) The AGENCY shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300) a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.
- h) All specialty surfacing shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.
- i) All activities, including landscape improvements installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Standard Plans for Road Construction, 102-XXX series, Maintenance of Traffic*.
- j) The most current edition of *FDOT Design Manual, Section 212.11 and Exhibits 212.4 through 212.7 regarding clear sight triangles at intersections* must be adhered to.
- k) Clear Zone Lateral Offset and as specified in the *FDOT Design Manual, Chapter 215* must be adhered to.
- l) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- m) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday, off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape improvements. The DEPARTMENT'S Public Information Officer (see telephone number in paragraph (g) for Operation Center) shall also be notified.
- n) The AGENCY shall be responsible for ensuring no impacts to utilities will occur within the landscape improvement limits before construction commences.
- o) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, in the *FDOT Guide to Roadside Mowing and Maintenance Management System*, and **Exhibit "C"**, the *Maintenance Plan* for maintenance activities for landscape improvements.

3. MAINTENANCE OF FACILITIES

- a) The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the traveled way shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median

SECTION: 86020000
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concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the traveled way to the right-of-way and/or areas within the traveled way containing specialty surfacing. The AGENCY shall be responsible for all maintenance and repairs to FDOT sidewalks directly attributable to tree roots or other AGENCY maintained improvements. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.

- b) Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs (per Florida Statute 479.106), and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- c) If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the traveled way to maintain these improvements, all costs associated with such utilities are the maintaining AGENCY's responsibility. Those costs include:
 - i. Impact and connection fees
 - ii. The ongoing cost of utility usage for water and electricity
- d) The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

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PERMIT: 2024-L-491-00006
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4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the Agency fail to remove or relocate items as requested, the Department may:

- a) Remove conflicting improvements or any portion thereof.
- b) Restore the area with any material meeting Department standards
- c) Restore the improvements at the request and funding of the AGENCY.

5. NOTICE OF MAINTENANCE DEFICIENCIES

If at any time after the AGENCY has undertaken the maintenance responsibilities for the landscape improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:

- a) Maintain the landscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and / or
- b) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the DEPARTMENT, in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days' notice to remove said landscape improvements at the AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the

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removal, relocation or adjustments of these improvements are the AGENCY'S responsibility.

7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of this Agreement, identified in **Exhibit "A"**, subject to the following conditions:

- a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- b) By the DEPARTMENT, for refusal by the AGENCY to 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.

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10. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties and shall remain in effect so long as the improvements exist, or until this Agreement is terminated by either party in accordance with Paragraph 9.

11. LIABILITY AND INSURANCE REQUIREMENTS

- a) With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- b) In the event that the AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - i. AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office. The AGENCY and DEPARTMENT shall be named as additional insured on such policies.
 - ii. AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
 - iii. Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The AGENCY shall:

- a) 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

SECTION: 86020000
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STATE RD: 5

contract; and

- b) 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.

13. FISCAL TERMS

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 will/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 one (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 TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

14. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement 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.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

SECTION: 86020000
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COUNTY: Broward
STATE RD: 5

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:

Florida Dept. of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attn: Kaylee Kildare
District IV Landscape Manager

If to the AGENCY:

City of Fort Lauderdale
101 NE 3rd Avenue, Suite 21000
Fort Lauderdale, FL 33301
Attn: City Manager
cc: Karen Warfel, Transportation
Planning Manager

19. LIST OF EXHIBITS

Exhibit A: Landscape Maintenance Boundaries
Exhibit B: Landscape Improvement Plans
Exhibit C: Maintenance Plan for Landscape Improvement
Exhibit D: Resolution

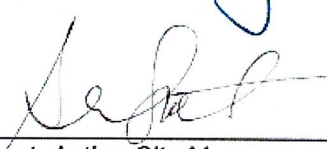
SECTION: 86020000
PERMIT: 2024-L-491-00006
COUNTY: Broward
STATE RD: 5

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

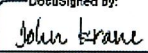
CITY OF FORT LAUDERDALE,
through its CITY COMMISSIONERS

By: 
Dean J. Trantalis, Mayor

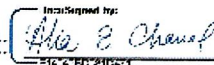
25 day of February, 2024


Susan Grant, Acting City Manager

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

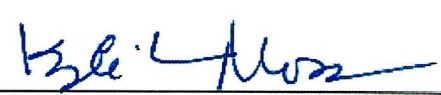
By: 
John Krane, P.E.
Transportation Development Director

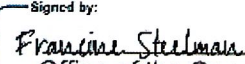
Date: 03/07/2025 | 4:28 PM EST

Attest: 
Alicia E. Chavaf
Executive Secretary

Approved as to form by Office of City Attorney

Legal Review


Assistant City Attorney

Signed by:  03/05/2025 | 11:09 AM
Francine Steelman
Office of the General Counsel Date

ATTEST:


David R. Soloman, City Clerk



(SEAL)

SECTION: 86020000
PERMIT: 2024-L-491-00006
COUNTY: Broward
STATE RD: 5

EXHIBIT A

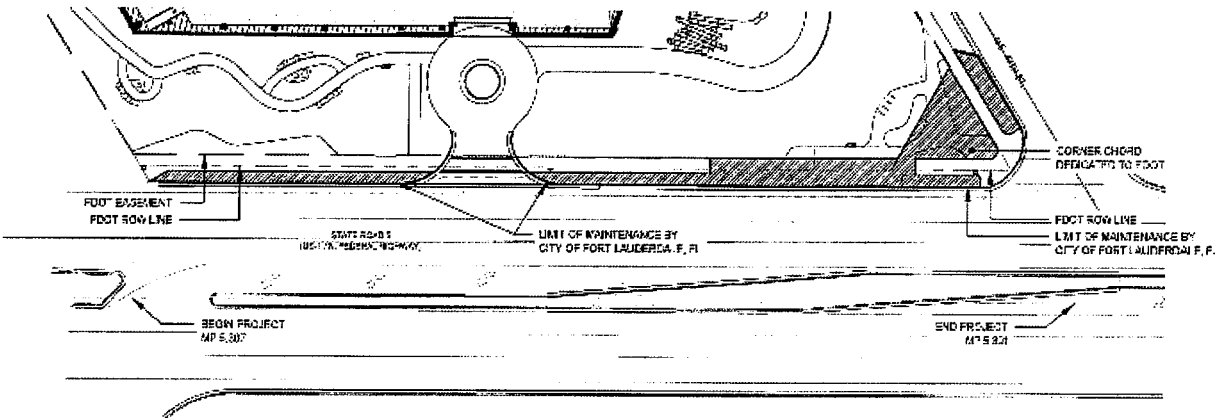
LANDSCAPE MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

SR5 / US1 from (M.P. 5.307 to 5.391)

II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP:

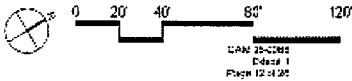
See Attached



LEGEND
LIMIT OF MAINTENANCE BY
CITY OF FORT LAUDERDALE, FL

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP - CITY OF FORT LAUDERDALE
FDOT LANDSCAPE PERMIT NO. 2024-L-491-00006 (DATE: 12/03/2024)

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SCALE: 1" = 40' 0"



LAN-13-0006
Sheet 1
Page 12 of 20

SECTION: 86020000
PERMIT: 2024-L-491-00006
COUNTY: Broward
STATE RD: 5

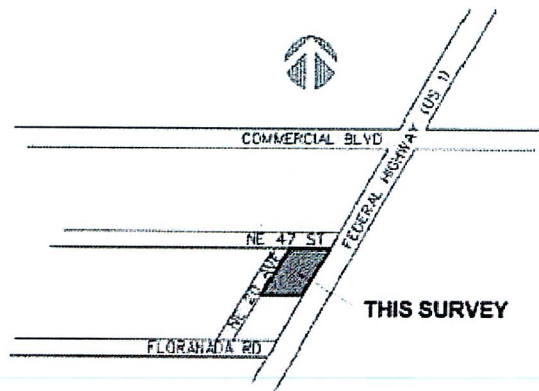
EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

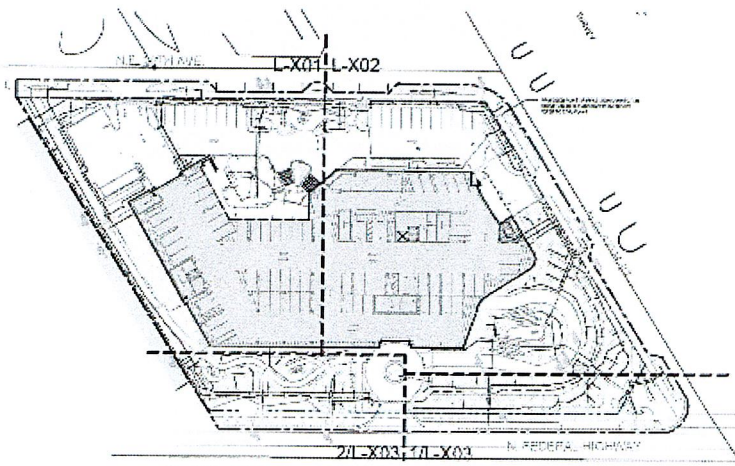
The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: **John Donnelly, RLA**
Stiles

Date: 11/04/2024



LOCATION MAP
NOT TO SCALE



GROUND FLOOR KEY PLAN
NOT TO SCALE

HASTINGS

STILES
ARCHITECTS



100% CONSTRUCTION
DOCUMENTS - II

SCAPE

THE JIM MORAN FOUNDATION
1445 NORTH FEDERAL HIGHWAY
FORT LAUDERDALE, FL 33304

NO. 1000

2/1/2010

DATE: 2/1/2010
PROJECT: JIM
SHEET: 000003
SITE KEY PLAN

L-004
4/1/10

HASTINGS

STILES

100% CONSTRUCTION DOCUMENTS - 11



SCAPE

THE JIM MORAN FOUNDATION

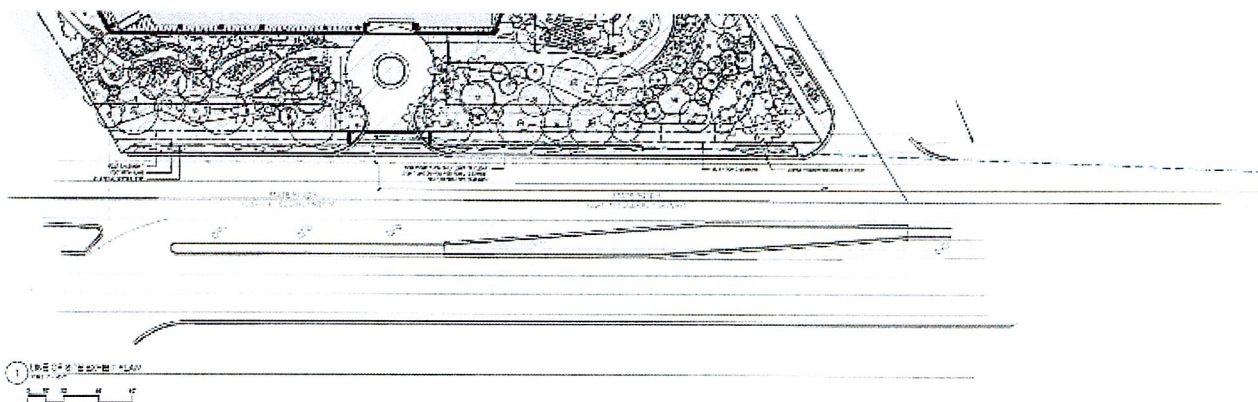
3555 NORTH HERMAN, HASTINGS
PORT LAUDERDALE, FL 33309



DATE: 11-20-2011
PROJECT: 11-20-2011
THE JIM MORAN FOUNDATION
LINE OF SITE
EXHIBIT PLAN

L-005

EXHIBIT
This drawing is a part of the construction documents for the Jim Moran Foundation, located at 3555 North Herman, Port Lauderdale, FL 33309. It is a line of site exhibit plan showing the location of the building on the property. The drawing is a part of the construction documents for the Jim Moran Foundation, located at 3555 North Herman, Port Lauderdale, FL 33309. It is a line of site exhibit plan showing the location of the building on the property.



NOTES:
 1. THE ARCHITECT HAS REVIEWED THE SITE PLAN AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF FORT LAUDERDALE ZONING ORDINANCES AND THE FORT LAUDERDALE DEPARTMENT OF PUBLIC WORKS REQUIREMENTS.
 2. THE ARCHITECT HAS REVIEWED THE SITE PLAN AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF FORT LAUDERDALE ZONING ORDINANCES AND THE FORT LAUDERDALE DEPARTMENT OF PUBLIC WORKS REQUIREMENTS.
 3. THE ARCHITECT HAS REVIEWED THE SITE PLAN AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF FORT LAUDERDALE ZONING ORDINANCES AND THE FORT LAUDERDALE DEPARTMENT OF PUBLIC WORKS REQUIREMENTS.
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 9. THE ARCHITECT HAS REVIEWED THE SITE PLAN AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF FORT LAUDERDALE ZONING ORDINANCES AND THE FORT LAUDERDALE DEPARTMENT OF PUBLIC WORKS REQUIREMENTS.
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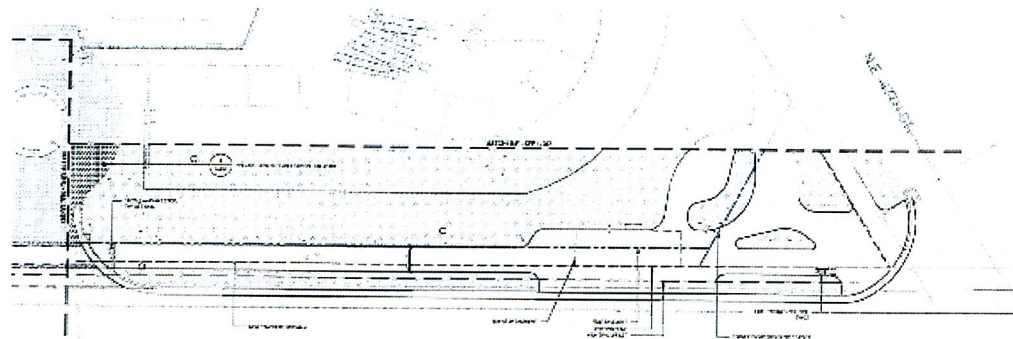
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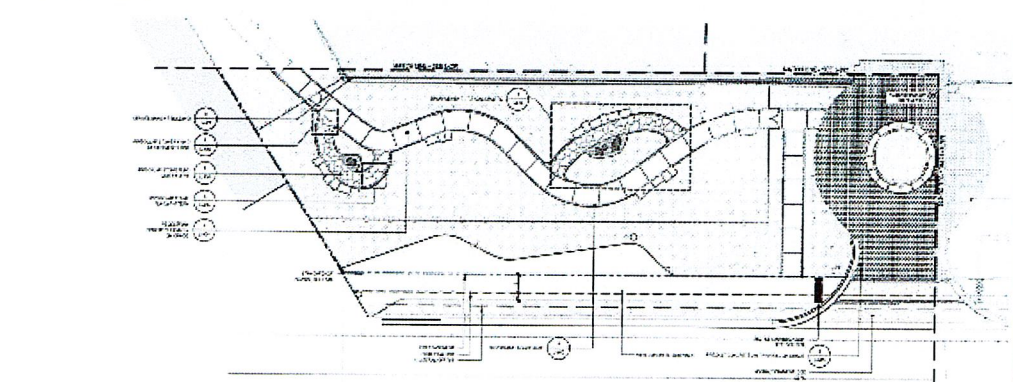
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STATE ROAD 5 (US-1 IN FEDERAL HIGHWAY)

2. GROUND FLOOR PAVING PLAN



STATE ROAD 4 (US-1 IN FEDERAL HIGHWAY)

1. GROUND FLOOR PAVING PLAN

HASTINGS

STILES

100% CONSTRUCTION DOCUMENTS - 11

SCAPE

THE JIM MORAN FOUNDATION

4005 NORTH FEDERAL AVENUE

FORT LAUDERDALE, FL 33309

ARCHITECT

DATE: 11/11/11

PROJECT: THE JIM MORAN FOUNDATION

NO. 11

PAVING PLAN - GROUND FLOOR C

11

L-203

11/11/11

Sunshine811

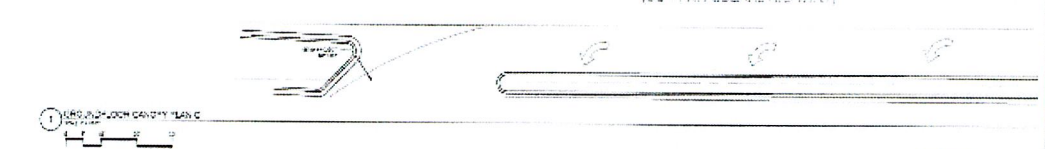
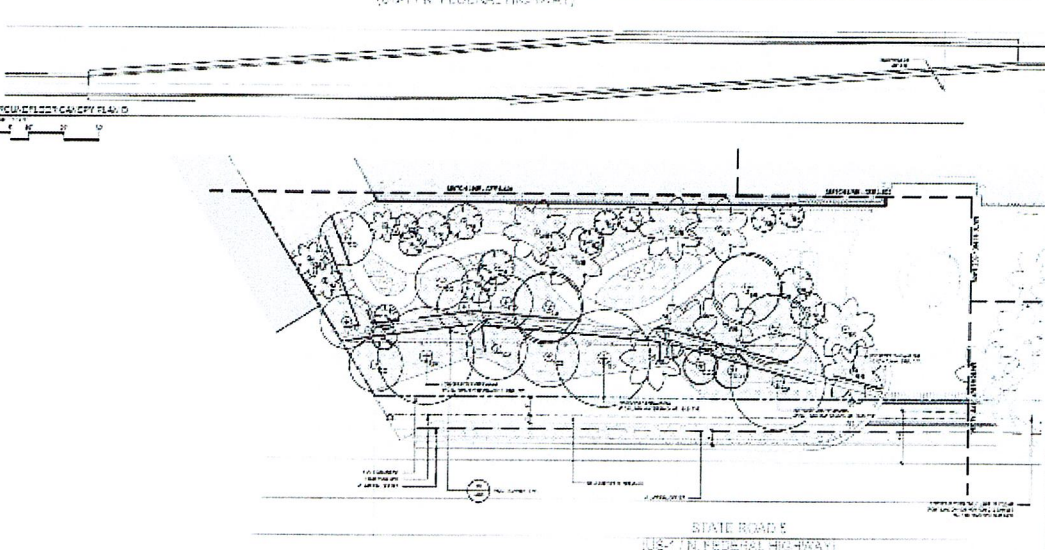
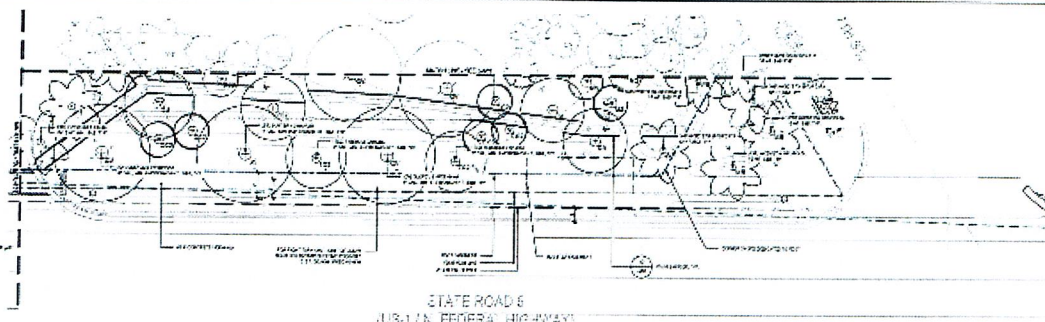
<https://www.sunshine811.com>

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
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HASTINGS

STILES



100% CONSTRUCTION DOCUMENTS - II

SCAPE

THE JIM MORAN FOUNDATION
4000 NORTH FEDERAL HIGHWAY
FORT LAUDERDALE, FL 33309

DATE: 10/1/2010

SCALE: 1" = 1'

PROJECT: 100% CONSTRUCTION DOCUMENTS - II

DATE: 10/1/2010

SCALE: 1" = 1'

PROJECT: 100% CONSTRUCTION DOCUMENTS - II

DATE: 10/1/2010

SCALE: 1" = 1'

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PROJECT: 100% CONSTRUCTION DOCUMENTS - II

DATE: 10/1/2010

SCALE: 1" = 1'

PROJECT: 100% CONSTRUCTION DOCUMENTS - II



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PLANTING PLAN

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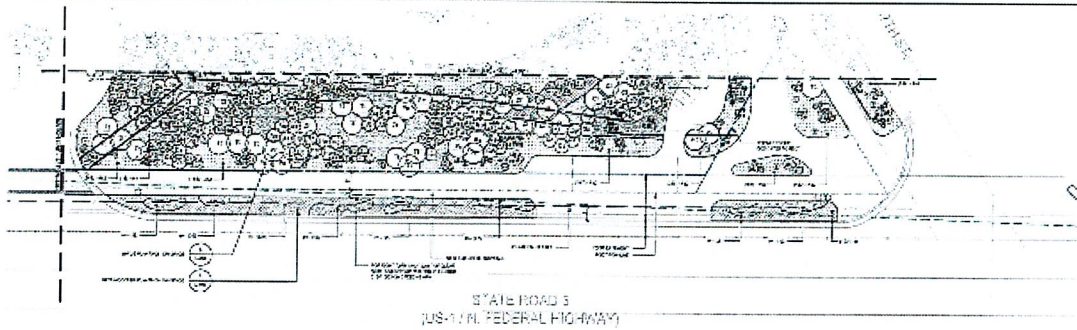
76. PLANTING PLAN

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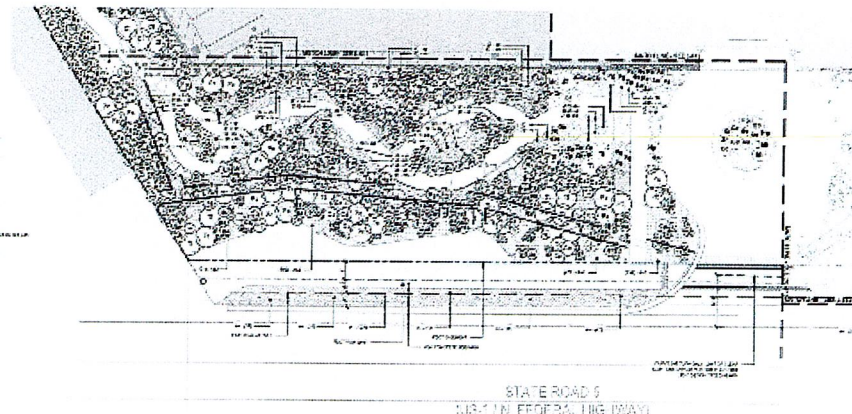
78. PLANTING PLAN

79. PLANTING PLAN

80. PLANTING PLAN



GROUND FLOOR PLANTING PLAN



GROUND FLOOR PLANTING PLAN

HASTINGS

STILES

ARCHITECTS

100% CONSTRUCTION DOCUMENTS

SCAPE

THE JIM MORAN FOUNDATION

3500 NORTH FEDERAL HIGHWAY

PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SCALE: 1/8" = 1'-0"

PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SCALE: 1/8" = 1'-0"

PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SCALE: 1/8" = 1'-0"

PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SCALE: 1/8" = 1'-0"

PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SCALE: 1/8" = 1'-0"

PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SCALE: 1/8" = 1'-0"

PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SCALE: 1/8" = 1'-0"

PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SCALE: 1/8" = 1'-0"

PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

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PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

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PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SCALE: 1/8" = 1'-0"

PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SCALE: 1/8" = 1'-0"

PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SCALE: 1/8" = 1'-0"

PROJECT: THE JIM MORAN FOUNDATION

LOCATION: 3500 NORTH FEDERAL HIGHWAY

CITY: PORT LAUDERDALE, FL 33305

DATE: 10/1/10

BY: [Signature]

SECTION: 86020000
PERMIT: 2024-L-491-00006
COUNTY: Broward
STATE RD: 5

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the DEPARTMENT and the AGENCY.

Please see attached

MAINTENANCE PLAN Landscape Improvements

Project State Road No(s): State Road 5 (N Federal Hwy) from (M.P. 5.307) to 47th St (M.P. 5.391)
Permit or FM No(s): 2024-L-491-00006
RLA of Record: SCAPE
Maintaining Agency: City of Fort Lauderdale
Date: November 12th, 2024

The purpose of a plan for the Landscape Improvements maintenance practices is to allow the plant material on the project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and provide clear visibility, accessibility, clearance, and setbacks as set forth and required in the following Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer.

***Part I** of the Maintenance Plan describes general maintenance requirements and recommendations that are standard for all projects. **Part II** provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.*

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

MULCHING

Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees, and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program (MRP)* standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING

All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program (MRP)*.

LITTER CONTROL

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program (MRP)* standards.

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

TREE CELL STRUCTURES

Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

LANDSCAPE ACCENT LIGHTING

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced

with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)

All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD TRAVELWAY SURFACING)

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

SITE FURNISHINGS

Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA) (IF APPLICABLE)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA* signs Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

PART II.

SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

1. R.L.A. to provide brief description of design intent: Within the FDOT Right of Way, the intent is to plant a dense understory of Florida-appropriate groundcovers made up of creeping jenny and liriop. Within the corner chord, a dense understory is introduced, carried over from the primary site landscape. This understory is comprised of woody and herbaceous shrubs, herbaceous perennials, and grasses.
2. Remove suckering growth from base and clear trunk areas for single and multi-trunked trees on a quarterly basis.
3. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications, and at a rate of application and ratio to meet the needs outlined in soil testing.
4. To maintain the intended appearance of all shrubs, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications, and at a rate of application and ratio to meet the needs outlined in soil testing.
5. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.
6. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain groundcover foliage flush to the edge of curb, pavement, sidewalk and/or other hardscape improvements. Maintain shrub and perennial foliage to within 6" setback of curb, pavement, sidewalk and/or other hardscape improvements.
7. **(Provide a list of groundcovers and shrubs individually or in groups)**
 Maintain the vertical height of:
 Veitchia arecina (Va) up to mature height, typically 35'
 Wodyetia bifurcata (Wb) up to mature height, typically 25'

 Liriop. muscari (lm) between 6" and 12", full to ground
 Lysimachia nummularia (ln) between 3" and 6", full to ground
 Oenothera simulans (os) between 30" and 48", full to ground
 Rudbeckia hirta (rh) between 12" and 36", full to ground
 Thryallis glauca (Tt) between 36" and 60", full to ground

 Aristida stricta (As2) mature height between 36" and 48"; cut back dead or damaged foliage as needed to promote new growth.
 Pennisetum setaceum 'Alba' (pa) mature height between 36" and 60"; cut back late winter or early spring to 6" to 8" height.
8. Inspect groundcovers and shrubs on a monthly basis for maintaining full ground coverage.
9. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
10. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

REFERENCES (Sept. 2024)

*This reference list is provided as a courtesy and may not contain the most current websites.
The most current references must be accessed for up-to-date information.*

Accessible Sidewalk (ADA)

- *Accessible Sidewalks and Street Crossings* <https://fdotwww.blob.core.windows.net>
- *Sidewalks and Trails* <https://www.fdot.gov/roadway/ada/sidewalksandtrails.shtm>
- *ADA Standards for Accessible Design* <https://www.ada.gov/law-and-regs/design-standards/>

American National Standard Institute, ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), available for purchase <http://wcbstore.ansi.org/> / <https://tcimag.tcia.org/training/introducing-the-newly-designed-ansi-a300-tree-care-standards/>

Building Codes & Standards, Florida Department of Community Affairs (DCA),
2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fl_a_specifcs.htm

Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry, Florida Grades and Standards for Nursery Plants 2022 <https://sfyl.ifas.ufl.edu/media/sfylifasufledu/hillsborough/docs/pdf/environmentalhorts/grades-and-standards-for-nursery-plants-2022.pdf>

FDOT Maintenance Specifications Workbook <https://www.fdot.gov/programmanagement/maintenance>

- *Section 580 Landscape Installation* https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/maintenance/fy-2024-25/spm5800000-724-119425.pdf?sfvrsn=15564aa7_1

FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Standard Plans - FY 2024-25 <https://www.fdot.gov/design/standardplans/current>

- *Index Series 102-600 Traffic Control through Work Zones*
- *Index 580-001 Landscape Installation*
- *Index 591-001 Landscape Irrigation Sleeves*

FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System,
<https://www.fdot.gov/roadway/fdm/default.shtm>

- *Chapter 212.11 Clear Sight Triangles*
- *Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width, Table 215.2.2 Lateral Offset Criteria (for Trees)*

FDOT Landscape Architecture Website

<https://www.fdot.gov/roadway/landscape-architecture/landscape-architecture-programs>

FDOT Maintenance Rating Program Handbook <https://www.fdot.gov/maintenance/mainratingprogram.shtm>

FDOT Outdoor Advertising Database <https://www.fdot.gov/rightofway/OutdoorAdvertising.shtm/new-outdoor-advertising-site>

Florida Exotic Pest Plant Council Invasive Plant Lists

<https://www.floridainvasives.org/plant-list/2023-invasive-plant-species/>

Florida Irrigation Society <http://www.fisstate.org>

Florida Power and Light (FPL) - Right Tree, Right Place http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION: 86020000
PERMIT: 2024-L-491-00006
COUNTY: Broward
STATE RD: 5

EXHIBIT D
RESOLUTION

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the DEPARTMENT and the AGENCY.

Please see attached

(To be provided by the Agency)



CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 14th day of February, 20 25
[Signature] City Clerk

RESOLUTION NO. 25-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR INSTALLATION AND MAINTENANCE OF LANDSCAPE IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 5 (FEDERAL HIGHWAY/ US 1), AND AN ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT WITH THE JIM MORAN FOUNDATION, INC., AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale ("City") wishes to enter into a Florida Department of Transportation District Four Landscape Maintenance Memorandum of Agreement ("MMOA") with the Florida Department of Transportation ("FDOT") for the installation and maintenance of landscape improvements within the right-of-way on State Road 5 (US 1/Federal Highway); and

WHEREAS, the landscape improvements will be installed in accordance with the plans and specifications of the MMOA; and

WHEREAS, because State Road 5 is an FDOT right-of-way, authorization for this work must be permitted by FDOT; and

WHEREAS, FDOT requires municipalities to enter into a Landscape Maintenance Memorandum of Agreement for the maintenance of landscape improvements; and

WHEREAS, the City and the current owner of the property, The Jim Moran Foundation, Inc., have agreed to enter into an Assumption of Liability and Hold Harmless Agreement, which passes the maintenance responsibility and costs associated with the MMOA, to The Jim Moran Foundation, Inc., and wherein The Jim Moran Foundation, Inc., agrees to assume and hold the City harmless from any obligations under the proposed MMOA pertaining to any improvements installed in the right-of-way by The Jim Moran Foundation, Inc.;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves and authorizes the execution of the State of Florida Department of Transportation

RESOLUTION NO. 25-17

PAGE 2

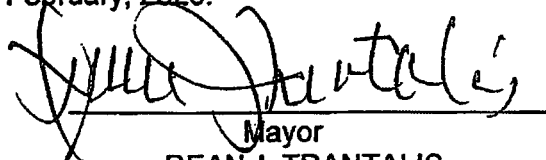
District Four Landscape Maintenance Memorandum of Agreement for the installation and maintenance of landscape improvements within the right-of-way on State Road 5 (US-1/Federal Highway).

SECTION 2. That the Assumption of Liability and Hold Harmless Agreement between the City and The Jim Moran Foundation, Inc., is hereby approved, and the City Commission of the City of Fort Lauderdale, Florida, authorizes execution of the Assumption of Liability and Hold Harmless Agreement.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution.

SECTION 4. That this Resolution shall be in full force and effect upon final adoption.

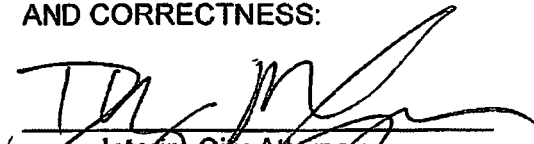
ADOPTED this 4th day of February, 2025.


 Mayor
 DEAN J. TRANTALIS

ATTEST:


 City Clerk
 DAVID R. SOLOMAN

APPROVED AS TO FORM
 AND CORRECTNESS:


 Interim City Attorney
 D'WAYNE M. SPENCE

Dean J. Trantalis	<u>Yea</u>
John C. Herbst	<u>Yea</u>
Steven Glassman	<u>Yea</u>
Pamela Beasley-Pittman	<u>Yea</u>
Ben Sorensen	<u>Yea</u>