

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 4097

A RESOLUTION AUTHORIZING THE MAYOR AND CITY
MANAGER TO EXECUTE AGREEMENTS WITH BROWARD
COUNTY FOR ATLANTIC BOULEVARD (ROAD BOND
PROJECT NO. 4101).

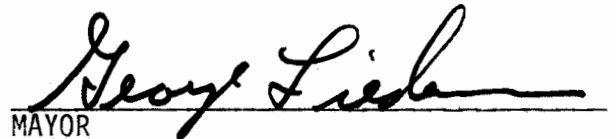
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, hereby approves agreements with Broward County for Atlantic Boulevard (Road Bond Project No. 4101), copies of which are attached hereto and specifically made a part of this Resolution.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said agreements for Atlantic Boulevard (Road Bond Project No. 4101) on behalf of the City of Margate.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 19th day of December, 1979.


MAYOR

ATTEST:


CITY CLERK

AGREEMENT FOR ROAD CONSTRUCTION PROJECT

Between

BROWARD COUNTY

and

MARGATE

4101

AGREEMENT FOR ROAD CONSTRUCTION PROJECT

Between

BROWARD COUNTY

and

MARGATE

This Agreement made and entered into by and between Broward County, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY"), and CITY OF MARGATE, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "MUNICIPALITY").

WITNESSETH:

WHEREAS, the voters of Broward County approved the General Obligation Bond Issue on September 12, 1978, for the purposes of roads; and

WHEREAS, COUNTY shall use such funds for the purpose of financing certain road construction and improvements in the COUNTY; and

WHEREAS, the construction and improvement of Road Bond Project Number 4101, ATLANTIC BLVD. (hereinafter referred to as the "PROJECT"), shall be financed from said Bond proceeds; and

WHEREAS, COUNTY desires to rescind all existing agreements with MUNICIPALITIES for road construction projects, thereby discharging said MUNICIPALITIES' obligation for payment of their portion of the actual cost of the PROJECT; and

WHEREAS, COUNTY desires to enter into this Agreement with those MUNICIPALITIES as a replacement for said prior Agreement, or as a new Agreement with those MUNICIPALITIES who had no prior Agreement with COUNTY; and

WHEREAS, the PROJECT will be in the general public interest and of substantial benefit to the residents of the COUNTY and MUNICIPALITY;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payment hereinafter set forth, the COUNTY and MUNICIPALITY agree as follows:

1. If MUNICIPALITY has entered into a written agreement with COUNTY for construction of the PROJECT, such agreement is hereby rescinded and each party is relieved of any and all obligations under said Agreement as provided for in Paragraph 1(a) of this Agreement. The contract referred to herein is that certain contract dated _____, executed by and between _____ and the COUNTY providing for joint participation in the construction and funding of the PROJECT.
 - (a) MUNICIPALITY and COUNTY hereby agree to release the other of them from any and all sums of money, accounts, actions, suits, proceedings, claims and demands of whatsoever kind or description which either party has, had or may have against the other for or by reason of or in respect of any act, cause, matter, or thing arising out of or existing in connection with the execution of said contract.
2. COUNTY shall perform the following:
 - (a) Payment of construction costs of the PROJECT.
 - (b) Payment of the costs incurred after November 1, 1976, of acquiring by purchase or eminent domain any real property interest, whether fee title, permanent or temporary easement, or any license to enter upon real property, necessary to obtain right-of-way for road and drainage purposes, and for ingress and egress across real property to the site of the PROJECT. Costs of acquiring right-of-way necessary for the PROJECT incurred prior to November 1, 1976, shall not be included in the cost of the PROJECT; however, any necessary right-of-way obtained by MUNICIPALITY prior to November 1, 1976, shall be transferred by the MUNICIPALITY to COUNTY without cost or charge to COUNTY prior to work on the PROJECT being commenced.
 - (c) Supervision and control of the PROJECT.
 - (d) Sodium Vapor street light design, installation and maintenance. If any other street light design is requested by MUNICIPALITY then the cost, design, installation and maintenance shall be the sole responsibility of said MUNICIPALITY.
3. MUNICIPALITY shall have the duty and obligation to:

Notify COUNTY promptly when MUNICIPALITY, its agents, contractors, or employees, receives notice, or has or should have either actual or constructive knowledge, of any and all defects, imperfections, malfunctions, or failings of the sodium vapor lighting system.

4. Unless otherwise agreed to in writing by COUNTY and MUNICIPALITY prior to the completion of the PROJECT, as said completion is determined by COUNTY, the responsibility for maintenance of the improved paved roadway of the completed PROJECT or portion thereof shall be in the agency having jurisdiction, in accordance with the functional classification plan for roads. Responsibility for landscape and irrigation maintenance, including electric energy charges for irrigation pumps, and payment of utilities for electric energy charges for street lights of the completed PROJECT or portion thereof shall be borne by MUNICIPALITY. Street light maintenance, if sodium vapor design, shall be the responsibility of the COUNTY, but MUNICIPALITY accepts the duty and obligation to notify COUNTY promptly when MUNICIPALITY, its agents, contractors, or employees, receives notice, or has or should have either actual or constructive knowledge, of any and all defects, imperfections, malfunctions, or failings of the sodium vapor lighting system. If any other type of design is requested by MUNICIPALITY, same shall be the MUNICIPALITY'S responsibility. However, responsibility for cost, installation and maintenance of traffic engineering relating to the completed PROJECT, including, but not limited to, traffic-signing, signalization, and pavement marking, shall be borne by COUNTY and at COUNTY expense, only if MUNICIPALITY has entered into a Traffic Engineering Agreement with COUNTY. If MUNICIPALITY has not executed a valid Traffic Engineering Agreement with COUNTY, then COUNTY shall assume the cost, installation and maintenance of the above traffic engineering services based on the actual cost of said services to COUNTY, which cost MUNICIPALITY agrees to pay within sixty (60) days from receiving an invoice from COUNTY. MUNICIPALITY shall have the duty and obligation to notify COUNTY promptly when MUNICIPALITY, its agents, contractors or employees, receives notice, or has or should have either actual or constructive knowledge, of any and all defects, malfunctions, failings or imperfections in the installation or operation of traffic regulation equipment, signs, or signals encompassed under this Agreement in need of repair, replacement, or maintenance. Responsibility for electric energy charges for traffic engineering functions shall be borne by COUNTY if MUNICIPALITY has executed a valid Traffic Engineering Agreement with COUNTY; otherwise responsibility for electric energy charges for traffic engineering functions shall be borne by MUNICIPALITY.
5. To the extent allowed by law, MUNICIPALITY agrees to defend and indemnify and save COUNTY harmless from and against any and all claims, suits, actions, damages and causes of action arising under or by reason of this Agreement, and caused by any act, error, omission or neglect of MUNICIPALITY, with regard to those functions and duties specified above, or any other function or duty to be performed by MUNICIPALITY under this Agreement, or any other covenant to be performed and kept by MUNICIPALITY, relating to bodily injury, loss of life, or damage to property sustained during or arising out of the PROJECT, and shall further indemnify and save COUNTY harmless from

and against any and all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments or decrees which may be entered therein, and shall, at MUNICIPALITY'S sole cost and expense, further specifically defend COUNTY in any action brought against COUNTY because of any act, error, neglect or omission of MUNICIPALITY.

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

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7. This Agreement shall continue in effect and be binding on the COUNTY and MUNICIPALITY until the PROJECT is completed; provided, however, that responsibility for maintenance shall continue as provided in Paragraph 4 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 11 day of March, 1980, and CITY OF MARGATE, signing by and through ITS MAYOR, duly authorized to execute same.

COUNTY

ATTEST:

Theresa D. Smith
County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By Howard C. Forman
HOWARD C. FORMAN, Chairman

24 day of March, 1980.

Approved as to form and legality by
Office of General Counsel
for Broward County, Florida
HARRY A. STEWART, General Counsel
Room 248, Courthouse
Fort Lauderdale, Florida 33301
Telephone: (305) 765-5105

By Claudette Peckham
Assistant General Counsel

MUNICIPALITY

CITY OF MARGATE

ATTEST:

Shirley J. Baughman
Notary Public

BY

Georg Fiedler
Mayor

BY

Thomas W. Hissom
City Manager

5th day of January, 1980.
APPROVED BY RESOLUTION NO. 4097
12-19-79

VEF:sc
AGR023-B
5/22/79
78-762-A

A G R E E M E N T
FOR TRAFFICWAYS ILLUMINATION

Between

BROWARD COUNTY

AND

MARGATE

This is an Agreement made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida (hereinafter referred to as COUNTY), and CITY OF MARGATE, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida (hereinafter referred to as the MUNICIPALITY);

W I T N E S S E T H:

WHEREAS, U.S. 941 ATLANTIC BLVD. FROM N.W. 81 AVE. TO
(is) (~~are~~) public trafficway(s) (hereinafter referred to as the "trafficway(s)") located within the municipal boundaries of the MUNICIPALITY; and

WHEREAS, it is of mutual benefit to the residents of the COUNTY and MUNICIPALITY to illuminate the trafficway(s) by installation and maintenance of lighting systems; and

WHEREAS, the MUNICIPALITY by resolution of its governing body adopted on the 19th day of DECEMBER, 1979, has approved joint illumination of the trafficway(s) with the COUNTY pursuant to the terms of this Agreement and has authorized the appropriate officers of the MUNICIPALITY to execute this Agreement; and

WHEREAS, the COUNTY by action of its Board of County Commissioners on the 11 day of March, 1980, has likewise approved the joint illumination of the trafficway(s) with the MUNICIPALITY and has authorized the appropriate COUNTY officers to execute this Agreement; NOW, THEREFORE,

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

1. The COUNTY and MUNICIPALITY shall participate in the illumination of the trafficway(s) in the manner set forth in this Agreement.

2. The COUNTY shall perform the following:

- (a) Prepare or cause to be prepared sodium vapor design plans and specifications for the illumination of the trafficway(s). Such plans and specifications shall be reviewed and approved by the Director of the COUNTY'S Department of Transportation (hereinafter referred to as the "Director") and shall substantially conform to the Standard Specifications for Highway Lighting established by the Florida Department of Transportation.
- (b) In accordance with the approved design plans and specifications, install a lighting system along the trafficways. The lighting system so installed shall remain the property of the COUNTY after installation and shall not be moved or relocated without the express written consent of the Director.
- (c) Maintain the lighting system along the trafficway(s) in accordance with the approved design plans and specifications and in substantial conformance with the Standard Specifications for Highway Lighting adopted by the Florida Department of Transportation. As part of such maintenance responsibility, the COUNTY shall keep in good repair and replace defective or wornout lighting system parts and equipment.

3. The MUNICIPALITY shall perform the following:

- (a) Pay all electrical energy charges relating to the operation of the lighting system used in the illumination of the trafficway(s).
- (b) If the length of the trafficway or any portion of such length is (are) coterminous with the jurisdictional boundaries of the MUNICIPALITY, the MUNICIPALITY shall pay the utility charges for a number of street lights based on the MUNICIPALITY'S frontage along the referenced trafficway. The pro rata share for the MUNICIPALITY along this trafficway is as follows:

48 ± LUMINAIRES

- (c) Notify COUNTY promptly when MUNICIPALITY, its agents, contractors, or employees, receives notice, or has or should have either actual or constructive knowledge, of any and all defects, imperfections, malfunctions, or failings of the lighting system.

4. As a material consideration for the COUNTY'S entry into this Agreement, to the extent allowed by law, the MUNICIPALITY agrees to indemnify,

defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the MUNICIPALITY, its agents, contractors, or employees, or due to any act, occurrence, or omission to act by the MUNICIPALITY, its agents, contractors or employees.

5. The Director shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of the illumination of the trafficway(s) pursuant to the terms of this Agreement.
6. This Agreement does not effect responsibility for installation and maintenance of traffic control signals and devices along the trafficway(s).
7. This Agreement may be terminated by either party upon thirty (30) days written notice given by the terminating party to the other party.

IN WITNESS WHEREOF, the COUNTY and MUNICIPALITY have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 11 day of March, 1980, and CITY OF MARGATE signing by and through ITS MAYOR, duly authorized to execute same.

COUNTY

ATTEST:

[Signature]
County Administrator and Ex-
Officio Clerk of the Board of
County Commissioner of
Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By [Signature]
HOWARD C. FORMAN, Chairman

24 day of March, 1980.

Approved as to form and legality by
Office of General Counsel
for Broward County, Florida
HARRY A. STEWART, General Counsel
Room 248, Courthouse
Fort Lauderdale, Florida 33301
Telephone: (305) 765-5105

By [Signature]
Assistant General Counsel

MUNICIPALITY

CITY OF MARGATE

WITNESS:

Merley J. Baughman
Gertrude Levin

BY

Geary Liden
Mayor

By

Thomas W. Hissom
City Manager

5th day of January, 1980.

APPROVED BY RESOLUTION NO. 4097
12-19-79

AGREEMENT
FOR TRAFFICWAYS BEAUTIFICATION

Between

BROWARD COUNTY

And

MARGATE

THIS AGREEMENT made and entered into this 11 day of March, 1980, by and between BROWARD COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the COUNTY), and CITY OF MARGATE, a municipal corporation located in Broward County and organized and existing under the laws of the State of Florida (hereinafter referred to as the MUNICIPALITY);

W I T N E S S E T H:

WHEREAS, ATLANTIC BLVD. FROM N.W. 81 AVE. TO U.S. 441 (is)(are) public trafficway(s) (hereinafter referred to as the "trafficway(s)") located within the municipal boundaries of the MUNICIPALITY; and

WHEREAS, it is of mutual benefit to the residents of the COUNTY and MUNICIPALITY to beautify the trafficway(s) by landscaping and irrigation; and

WHEREAS, the MUNICIPALITY ~~by resolution of its governing body~~ adopted on the 19 day of DECEMBER, 1979, has approved joint beautification of the trafficway(s) with the COUNTY pursuant to the terms of this Agreement and has authorized the appropriate officers of the MUNICIPALITY to execute this Agreement; and

WHEREAS, the COUNTY by action of its Board of County Commissioners on the 11 day of March, 1980, has likewise approved the joint beautification of the trafficway(s) with the MUNICIPALITY and has authorized the appropriate COUNTY officers to execute this Agreement; NOW, THEREFORE,

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

- I. The COUNTY and MUNICIPALITY shall participate in the beautification of the trafficway(s) in the manner set forth in this Agreement.

2. The COUNTY shall perform the following:

- (a) Prepare or cause to be prepared design plans and specifications for the beautification of the trafficway(s). Such plans and specifications shall be reviewed and approved by the Director of the COUNTY'S Department of Transportation (hereinafter referred to as the "Director").
- (b) In accordance with the approved design plans and specifications, landscape the trafficway(s) by installing along the trafficway(s) vegetation, which may include, but is not limited to, plants, trees, shrubberies and turf, and installing irrigation systems compatible with the installed vegetation.

3. The MUNICIPALITY shall maintain the vegetation and irrigation systems installed by the COUNTY along the trafficway(s) as follows:

- (a) The MUNICIPALITY shall properly fertilize all vegetation; keep all vegetation as free from disease and harmful insects as practicable; properly mulch the vegetation beds, keeping them free from weeds; periodically cut the grass in order to maintain a neat and proper appearance; prune all plants so as to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the use of the trafficway(s); remove and replace all vegetation which is dead or diseased or which otherwise falls below the initial level of beautification of the trafficway(s), such replacement to be accomplished by the use of plants of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement; keep litter removed from the trafficway(s); and maintain irrigation parts in working order according to the original approved plans and specifications, including the maintenance and replacement of pumps, pipes and sprinkler heads.
- (b) The MUNICIPALITY shall pay all utility charges relating to the operation of the irrigation systems used in the beautification of the trafficway(s).
- (c) If the length of the trafficway(s) or any portion of such length is (are) coterminous with the jurisdictional boundaries of the MUNICIPALITY, the MUNICIPALITY shall coordinate the performance of its maintenance responsibility pursuant to this Agreement with the governmental entity or entities having jurisdiction over the adjacent area. The terms and conditions of such coordination shall be stated in a Memorandum of Understanding entered into by the MUNICIPALITY and the adjacent governmental entity or entities and shall provide for the division of maintenance responsibility and the costs of maintenance between the parties to the memorandum. The effectiveness of this Agreement is conditioned upon and is subject to such

executed Memorandum of Understanding being approved by the Director.

4. If at any time subsequent to the COUNTY'S installation of vegetation and irrigation systems along the trafficway(s) it is determined by the Director that the MUNICIPALITY is not maintaining the beautified trafficway(s) pursuant to the terms of this Agreement, the Director shall notify the MUNICIPALITY in writing of such deficient maintenance. If the MUNICIPALITY does not correct and improve such deficient maintenance within thirty (30) days of receipt of the Director's written notice, the COUNTY, at the option of the Director, may cause such deficiencies to be corrected and improved and bill the MUNICIPALITY for the costs of such correction and improvement. The MUNICIPALITY shall remit to the COUNTY the amount so billed within thirty (30) days of the MUNICIPALITY'S receipt thereof.
5. As a material consideration for the COUNTY'S entry into this Agreement, the MUNICIPALITY agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature whatsoever arising out of because of or due to the breach of this Agreement by the MUNICIPALITY, its agents, contractors or employees, or due to any act or occurrence or omission to act by the MUNICIPALITY, its agents, contractors or employees.
6. The Director shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of the beautification of the trafficway(s) pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the COUNTY and MUNICIPALITY have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 11 day of March, 1980, and CITY OF MARGATE, signing by and through ITS MAYOR.
COUNTY

ATTEST:

[Signature]
County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By [Signature]
HOWARD C. FORMAN, Chairman

24 day of March, 1980.

This document prepared by
Office of General Counsel
for Broward County, Florida
HARRY A. STEWART
General Counsel
Room 248, Courthouse
Fort Lauderdale, Florida 33301
(305) 765-5105

By *Clausetta Pelletier*
Assistant General Counsel

MUNICIPALITY

WITNESS:

Harley J. Daughman
Gertrude Levin

CITY OF MARGATE

By *George L. Liden*
Thomas H. Hissam Mayor

By _____ City Manager
APPROVED BY RESOLUTION No. 4097
12-19-79

8th day of January 1980

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF

And

THE CITY OF

Pursuant to the terms of paragraph 3(c) of the Agreements for Trafficways Beautification entered into between Broward County, and the City of _____ on the _____ day of _____, 19____, and the City of _____, 19____, each hereby enters into this Memorandum of Understanding as follows:

1. That this Memorandum of Understanding relates to the following trafficway(s):

N A

2. That the City of _____ shall maintain that portion of the trafficway(s) described as follows:

3. That the City of _____ shall maintain that portion of the trafficway(s) described as follows:

4. For purposes of this Memorandum of Understanding the term "maintenance" shall include, but shall not be limited to, the functions specified in paragraph 3(a) of the Agreements for Trafficways Beautification referred to in the first paragraph hereof, and the obligation to pay all utility

charges relating to the operation of the vegetation and irrigation systems used in the beautification of the trafficway(s).

5. This Memorandum of Understanding shall continue in effect until the Agreements referred to in the first paragraph hereof are terminated.

WITNESS:

CITY OF _____

By _____

____ day of _____, 19____.

WITNESS:

CITY OF _____

By _____

____ day of _____, 19____.

APPROVED:

BROWARD COUNTY
DIRECTOR OF TRANSPORTATION

By _____

Date: _____