

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PARKLAND
FOR BEAUTIFICATION OF HILLSBORO BLVD,
FROM PARKLAND BAY TRAIL TO NOB HILL ROAD**

This Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and City of Parkland, a municipal corporation organized and existing under the laws of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. The beautification area, as set forth in Exhibit A (the "Property"), is a County right-of-way located on Hillsboro Boulevard and within the municipal boundaries of the Municipality.

B. County owns and controls the Property and Hillsboro Boulevard.

C. Municipality seeks and County is amenable to Municipality's beautification of the Property, as set forth in Exhibit B (the "Improvements"), and to maintain and repair the Improvements, as set forth in Exhibit C (the "Maintenance Obligations") subject to the terms and conditions detailed in this Agreement.

D. The Improvements and maintenance thereof will benefit the residents of County and Municipality.

E. Municipality has authorized the appropriate municipal officers to execute this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Approved Plans** means the construction documents and specifications depicting and defining the Improvements, including all materials to be installed within the Property as referenced in the plans submitted to and approved by the Contract Administrator, and filed under Project Reference Number 240618001.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.3 **Contract Administrator** means the Director of the Broward County Highway Construction and Engineering Division, or written designee.

1.4 **Division** means the Broward County Highway Construction and Engineering Division.

ARTICLE 2. MUNICIPALITY'S OBLIGATIONS

2.1 Municipality shall make application to the Division for a permit to perform the Improvements as set forth in the Approved Plans. Municipality may not proceed with the Improvements until all permits have been issued and all permit conditions for commencement of the Improvements have been satisfied. The Improvements must meet County's Minimum Standards Applicable to Public Right-of-Way Under Broward County Jurisdiction as described in Section 25.1, Exhibit 25.A, of the Broward County Administrative Code.

2.2 Municipality may not make any alterations to the Improvements without first obtaining a permit from the Division and the written approval from the Contract Administrator for such alterations.

2.3 Municipality shall perform the Improvements at its own expense and in full accordance with the Approved Plans and to the Contract Administrator's satisfaction. Municipality shall not be entitled to any compensation from County for making the Improvements.

2.4 Following Municipality's installation of the Improvements and County's approval of same (as set forth in Article 3), Municipality shall provide County with signed and sealed certified as-built drawings and warranties for all work performed as set forth in the Approved Plans.

2.5 Once the Improvements have been made, Municipality shall perform the Maintenance Obligations at its own expense and in accordance with the requirements set forth in Exhibit C. As part of the Maintenance Obligations, Municipality shall keep the Improvements and the Property clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques. The Maintenance Obligations shall include all repair and replacement of materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents. Municipality shall promptly replace all defective or unsightly materials, as well as any materials that the Contract Administrator determines, in their reasonable discretion, should be replaced for safety reasons or because such materials would interfere with any County property or County operations. All replacements must be approved in writing by the Contract Administrator.

2.6 If Municipality takes any action or makes any omission that causes or results in alterations or damage to County property, Municipality shall, at its own expense, restore such property to its condition before the alterations or damages. If Municipality fails to make such restoration within thirty (30) days after County's request, County may make the restoration or exercise its rights as provided in Article 5 of this Agreement. If County elects to make the restoration, it will

invoice the Municipality for the costs thereof. Municipality shall pay such invoice within thirty (30) days after receipt.

2.7 If Municipality takes any action or makes any omission that causes or results in alterations to the Property (or any materials on the Property), which alterations are not specified in the Approved Plans, Municipality shall, at its own expense, restore the Property to its condition before the alterations were made, or to such condition as approved in writing by the Contract Administrator. If Municipality fails to make such restoration within thirty (30) days after County's request, County may make the restoration or exercise its rights as provided in Article 5 of this Agreement. If County elects to make the restoration, it will invoice Municipality for the costs thereof. Municipality shall pay such invoice within thirty (30) days after receipt.

2.8 If Municipality takes any action or makes any omission that causes or results in damage to the Property (or any materials on the Property), Municipality shall, at its own expense, repair such damage. If Municipality fails to make such repair within thirty (30) days after County's request, County may make the repair or exercise its rights as provided in Article 5 of this Agreement. If County elects to make the repair, it will invoice Municipality for the costs thereof. Municipality shall pay such invoice within thirty (30) days after receipt.

2.9 If any Improvements are serviced by any utilities (including but not limited to electricity, water, sewage, or gas), Municipality shall be solely responsible for the cost of such utilities and shall establish its own billing account directly with each utility company.

2.10 If any Improvements contain an irrigation or water pump system, Municipality shall maintain and repair same in compliance with the requirements set forth in Exhibit C and all applicable rules and regulations of the applicable South Florida Water Management District.

2.11 Municipality shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 6 of this Agreement), of any condition on the Property that might present a risk of damage to the Property or adjacent property, or might pose a risk of injury to any person. Municipality shall contact the appropriate emergency services (fire-rescue, police, Florida Power & Light) immediately upon identification of any potential risk of injury to any person, and shall keep a written record of all contact made including the person(s) with whom Municipality has communicated.

2.12 Municipality shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 6 of this Agreement), of any damage to the Property or any injury to any person on the Property.

2.13 Municipality may retain a third party to perform the Improvements and/or perform the Maintenance Obligations. If Municipality retains a third party for such purpose(s), Municipality shall enter into a written contract with the third party under which the third party must agree to make the Improvements and/or perform the Maintenance Obligations in accordance with the requirements of this Agreement. Municipality shall provide the Contract Administrator with a copy of any such contract(s) upon request of the Contract Administrator. Notwithstanding Municipality's use of any third party, Municipality shall remain obligated and responsible to perform the Improvements and perform the Maintenance Obligations if the third party does not.

Municipality may not relieve itself of any of its obligations under this Agreement by contracting with a third party.

2.14 All Improvements not permanently affixed to the Property shall remain the property of Municipality, and all risk of loss for the Improvements (whether permanently affixed or not) shall be Municipality's risk alone. However, Municipality may not remove, replace, or alter any of the Improvements without the Contract Administrator's written consent and any required permitting.

ARTICLE 3. COUNTY'S OBLIGATIONS

3.1 County shall review the Approved Plans to determine whether to issue a permit for the Approved Plans and shall issue a permit only if the Approved Plans comply with all applicable County permitting requirements.

3.2 County shall inspect the Improvements and may reject work that does not conform to the Approved Plans, as determined by County in its sole discretion.

3.3 After receiving signed and sealed certified as-built drawings that the Improvements are in conformance with the Approved Plans, and receiving a request for a final inspection, County shall perform a final inspection of the Improvements and notify Municipality of County's final approval or rejection of the Improvements.

3.4 County shall have no further obligations under this Agreement other than those stated in this article but may exercise any and all rights it has under this Agreement.

ARTICLE 4. COSTS

County shall bear no costs under this Agreement. Municipality shall pay for all costs associated with the design, installation, and continued operation, maintenance, repair, and replacement of the Improvements, including all electrical energy and other utility charges.

ARTICLE 5. TERM AND TERMINATION

5.1 This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this article.

5.2 Throughout the term of this Agreement, and notwithstanding any other term or condition of this Agreement, County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Property, and to make any improvements thereon. Specifically, Municipality acknowledges and agrees that the roadway, right-of-way area, and/or the Property may be temporarily or permanently reconfigured, modified, or moved, without any liability to County. County will provide Municipality with thirty (30) calendar days' written notice of any such modifications to the Property to allow Municipality to remove or relocate the Improvements at Municipality's own expense.

5.3 This Agreement may be terminated for cause by County if Municipality breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) days after receipt of written notice identifying the breach. County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice Municipality for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice Municipality for the costs of correction, Municipality shall pay such invoice within thirty (30) days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

5.4 This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to Municipality, which termination date shall not be less than thirty (30) days after the date of such written notice. Municipality acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Municipality of such termination in accordance with this section.

5.5 This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice to Municipality of such termination.

5.6 Upon termination of this Agreement, Municipality shall remove all Improvements, materials, and equipment installed or placed in the Property by Municipality, unless the Contract Administrator, in writing, authorizes Municipality to leave any such Improvements, materials, or equipment in place. In addition, Municipality shall be obligated to repair any damage to the Property resulting from the removal of any Improvements, materials, and equipment. If Municipality fails to comply with these removal and/or repair obligations within thirty (30) days after termination, County may perform them and then invoice Municipality for the cost thereof. Municipality shall pay such invoice within thirty (30) days after receipt. Any personal property remaining on the Property after the termination of this Agreement shall be deemed to have been abandoned by Municipality and shall become the property of County.

5.7 Upon termination of this Agreement, Municipality shall restore the Property to its condition before the Improvements or to such condition as approved in writing by the Contract Administrator. If Municipality fails to make such restorations within thirty (30) days after termination, County may make them and then invoice Municipality for the costs thereof. Municipality shall pay such invoice within thirty (30) days after receipt.

5.8 County shall have no obligation to compensate Municipality for any loss resulting from or arising out of this Agreement including any resulting from or arising out of the termination of this Agreement.

5.9 If tree mitigation is required as a result of termination of this Agreement, Municipality must obtain a Broward County Environmental Licensing and Building Permitting Division, Tree Preservation Program license required by Chapter 27, Article XIV, Sections 27-401 through 27-414 of the Broward County Tree Preservation and Abuse Ordinance, as may be amended from time to time, to provide for relocation, removal, and replacement per the tree removal license requirements at Municipality's sole cost and expense.

5.10 Notice of termination shall be provided in accordance with Article 6 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 5.5 of this Agreement, may be verbal notice that shall be promptly confirmed in writing in accordance with Article 6 of this Agreement.

ARTICLE 6. NOTICES

Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

FOR COUNTY:

Broward County Highway Construction and Engineering Division
Attn: Director
1 North University Drive, Suite 300B, Plantation, FL 33324-2038
Email address: rtornese@broward.org

FOR MUNICIPALITY:

City of Parkland
Attn: Nancy Morando, ICMA-CM, City Manager
6600 University Drive, Parkland, FL 33067
Email address: nmorando@cityofparkland.org

ARTICLE 7. INDEMNIFICATION

7.1 County and Municipality are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees, to the extent and within the limitations specified in Section 768.28. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

7.2 If Municipality contracts with a third party to perform any of Municipality's obligations under this Agreement, Municipality shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County, and all of Broward County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by contractor, or any intentional, reckless, or negligent act or omission of contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, contractor shall, upon written notice from Broward County, defend each Indemnified Party with counsel satisfactory to Broward County or, at Broward County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

7.3 The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. INSURANCE

8.1 Within five (5) days after request by County, Municipality must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Municipality holds any excess liability coverage, Municipality must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

8.2 If Municipality maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

8.3 The foregoing requirements shall apply to Municipality's self-insurance, if any.

8.4 If Municipality contracts with one or more third parties to perform any of Municipality's obligations set forth herein, Municipality shall require that each third party procure and maintain insurance coverage that adequately covers the third party's exposure based on the services provided by that third party (and any subcontractors retained by the third party). Municipality must ensure that all such third parties name "Broward County, Florida" as an additional insured and certificate holder under the applicable insurance policies. Municipality shall not permit any third party to provide services required by this Agreement until the insurance requirements of

the third party under this section are met. If requested by County, Municipality shall furnish evidence of all insurance required by this section.

8.5 County reserves the right, but not the obligation, to periodically review any and all insurance coverages required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 9. MISCELLANEOUS

9.1 Documents. Copies of any and all reports, photographs, surveys, plans, studies, drawings, maps, models, specifications, maintenance records, and other data and documents provided or created in connection with this Agreement shall be provided to County, upon request, at no cost.

9.2 Independent Contractor. Municipality is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. In performing under this Agreement, neither Municipality nor its agents shall act as officers, employees, or agents of County. Municipality has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.3 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

9.4 Third-Party Beneficiaries. Neither Municipality nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.5 Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by Municipality without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

Municipality represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Municipality agrees that all services under this Agreement will be

performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

9.6 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.7 Compliance with Laws. Municipality shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.9 Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

9.10 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

9.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

9.12 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive

venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.13 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

9.14 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A, B, and C are incorporated into and made a part of this Agreement.

9.15 Representation of Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

9.16 Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

9.17 Nondiscrimination. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.18 Time of the Essence. Time is of the essence for Municipality's performance of all obligations under this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 20___; and City of Parkland, signing by and through its duly authorized representative.

County

ATTEST:

Broward County, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By **Al A DiCalvo** Digitally signed by Al A DiCalvo
Date: 2024.10.18 15:55:06 -04'00'

Al A DiCalvo (Date)
Senior Assistant County Attorney

By **Michael Kerr** Digitally signed by Michael Kerr
Date: 2024.10.18 17:12:12 -04'00'

Michael J. Kerr (Date)
Chief Counsel

AAD
BA-Parkland (Hillsboro Bvd-BA-2024-02)_v3Final-2024-0926
9/26/24

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PARKLAND FOR BEAUTIFICATION OF
HILLSBORO BLVD, FROM PARKLAND BAY TRAIL TO NOB HILL ROAD**

Municipality

ATTEST:

City of Parkland

Alyson Morales
Municipal Clerk

By [Signature]
Mayor

Alyson Morales
(Print Name)

Richard W. Walker
(Print Name and Title)

16th day of October, 2024.

(SEAL)

[Signature]
Municipal Manager

Nancy Morando
(Print Name)



I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

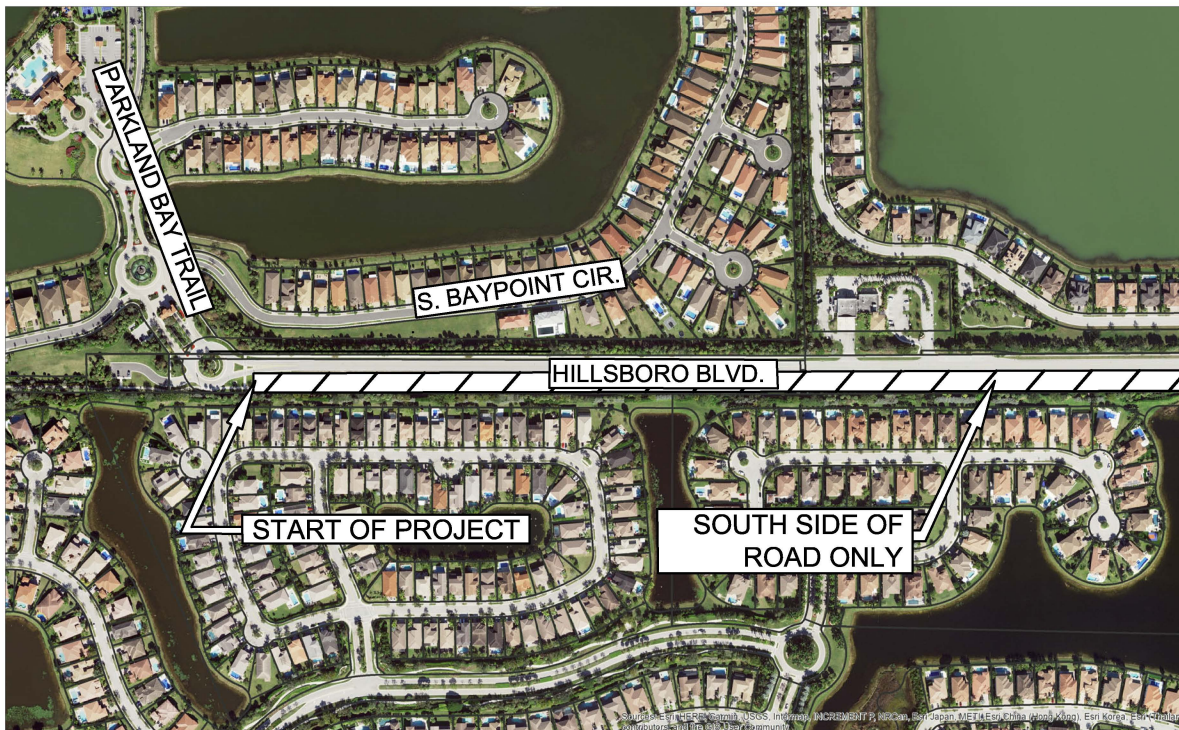
By [Signature]
Municipal Attorney

LOCATION MAP

SHEET 1 OF 2

SECTIONS 31 & 32, TOWNSHIP 47 SOUTH, RANGE 41 EAST

AGREEMENT BETWEEN BROWARD COUNTY AND THE
CITY OF PARKLAND FOR BEAUTIFICATION OF
HILLSBORO BLVD, FROM PARKLAND BAY TRAIL TO
NOB HILL ROAD.



LEGEND:

 = PROPERTY: HILLSBORO BOULEVARD, SOUTH SIDE,
FROM PARKLAND BAY TRAIL TO NOB HILL ROAD

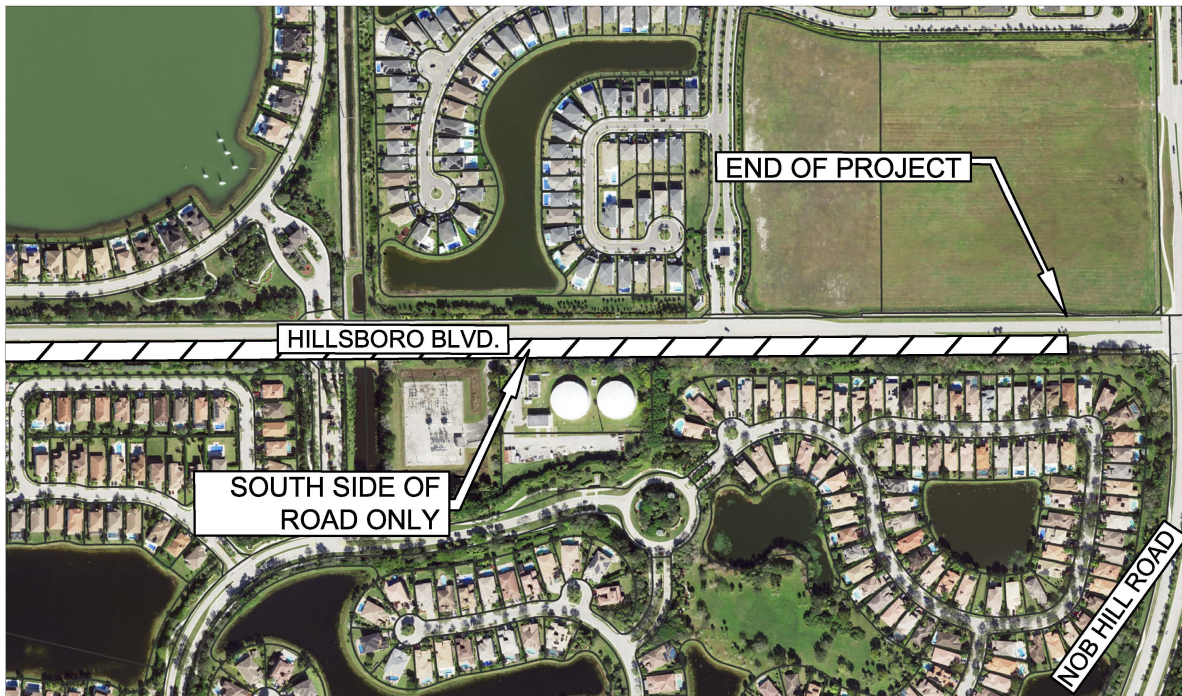
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LOCATION MAP

SHEET 2 OF 2

SECTIONS 31 & 32, TOWNSHIP 47 SOUTH, RANGE 41 EAST

AGREEMENT BETWEEN BROWARD COUNTY AND THE
CITY OF PARKLAND FOR BEAUTIFICATION OF
HILLSBORO BLVD, FROM PARKLAND BAY TRAIL TO
NOB HILL ROAD.



LEGEND:

 = PROPERTY: HILLSBORO BOULEVARD, SOUTH SIDE
FROM PARKLAND BAY TRAIL TO NOB HILL ROAD

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Not To Scale	SB	09/05/2024	TG	09/05/2024	E:\RW\Location Map\Agreements\BA-2024-02.dwg

EXHIBIT B

Beautification Agreement between Broward County and the City of Parkland for the installation of Improvements within the Property shown on Exhibit A.

SCOPE OF IMPROVEMENTS:

Installation of landscaping within the Property.

All work will be according to the Approved Plans that are on file in Broward County Highway Construction and Engineering Division's Paving and Drainage Section. A full-sized set of plans are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 240618001.

It is a requirement that at least 50% of the landscaping shall be native species. Additionally, all landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County NatureScape program and Florida-Friendly Landscaping principles.

EXHIBIT C

Broward County Highway Construction and Engineering Division Agreement Minimum Maintenance Performance Requirements

General Requirements

City of Parkland shall provide maintenance of the Property as described herein and in accordance with all articles of this Agreement. The specifications herein are the minimum standards and do not prevent the City of Parkland from performing additional measures necessary to ensure proper maintenance.

All items checked below are applicable to this Agreement.

Landscaping

- Fertilize all vegetation on a routine timeframe to meet the requirement of each plant species.
- Maintain all vegetation free from disease. Monitor and control undesirable insects and ant mounds.
- Mulch the vegetation beds and keep them free from weeds. All mulched areas shall be replenished at a minimum of once a year. Mulch shall be maintained to a depth of three (3) inches. The preferred type of mulch is shredded melaleuca or pine bark.
- Cut the grass and trim all plant material, including ground cover, shrubs, plants, bases of palms and hedges, at an appropriate interval to maintain a neat and proper appearance.
- Prune all plants to remove all dead or diseased parts of plants and all parts of plants that block or obscure motorist line of sight to/from side street.
- Remove and replace all vegetation that is dead or diseased with new vegetation. Ensure that the new vegetation is 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.
- Remove litter and illegal dumping from the Revocable License Area.
- Maintain shrubs at a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation/Broward County guidelines.
- At the completion of landscape trimming/mowing, all trimmed material, along with any trash/litter within the Revocable License Area shall be removed from the site.
- Licensee must address landscape deficiencies within thirty-six (36) hours following notification to the Licensee.

Tree and Palm

- Tree trimming and pruning will be performed in accordance with the Broward County Natural Resource Protection Code (Chapter 27), and Chapter 9, Article XI, of the Broward County Code of Ordinances. Tree trimming and pruning will be performed by a contractor that is in possession of a Broward County tree-trimming license (minimum Class "B" license).
- Maintain a clearance of 14'- 6" from grade to lowest limbs of tree over vehicular travel lanes and 7'- 0" clearance over pedestrian walkways.

- Maintain travel lanes to be clear of any palm fronds, branches or debris.
- Dead fronds from palm trees must be removed from the ground immediately. Sabal and Washington Palms must be thinned of dead or dying fronds twice annually.
- Canopy Trees must be pruned to remove sucker growth and to maintain clear visibility between grade and a height of at least 7'- 0". All damaged, dead, or diseased limbs resulting from weather or pests must be removed upon discovery.
- Ornamental Trees such as Cattley Guava, Ligustrum and Oleander Standards must be pruned on a semi-annual basis by thinning and shaping to maintain the desired shape of the trees.

Tree Fertilization

- Canopy Trees (up to three inches - 3") caliper must be fertilized to maintain good health and to meet the minimal requirements of each plant species.
- All palms must be fertilized at a minimum interval of three (3) times per year.

Irrigation

Perform routine and preventive maintenance and repair of the irrigation system, which includes but is not limited to the following:

- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.
- Adjust all heads for proper operation and direction to prevent spray into or across roadways, walkways, or other vehicular or pedestrian areas.
- Clear grass, debris, or vegetation that may hinder the operation of the sprinkler heads.
- Clear vegetation from valve boxes. Maintain valve box visibility and access at all times.
- Inspect irrigation system for clogged or improperly adjusted nozzles and spray heads. Adjust heads and/or replace heads as needed.
- Replace broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Inspect and refill rust inhibitor tank(s) to prevent the development of rust satins on hard surfaces.
- Repairs to the irrigation system must be completed within twenty-four (24) hours of notification to the Licensee.

Pavers

- Damage to pavers must be repaired within thirty (30) days of notification to the Licensee.
- Damage to pavers that may pose a safety hazard to the public must be repaired within twenty- four (24) hours of notification to the Licensee.
- Paver surfaces must be maintained to meet the Americans with Disabilities Act (ADA) compliance, including assuring that there are no tripping hazards in the pedestrian walking path.
- Paver surfaces must be cleaned as necessary to prevent slippery paver surfaces.

Tree Grates/Tree Root Ball/Tree Pit “Surround” Zone

- Tree grates must be maintained and adjusted in a manner appropriate to prevent interference with the growth of the tree’s trunk.
- Tree grates must be maintained in a manner appropriate to maintain ADA compliance on any abutting walking surface.
- Damages to tree grates must be repaired within thirty (30) days of notification to the Licensee.
- Damages to tree grates that may pose a safety hazard to the public must be repaired within twenty-four (24) hours of notification to the Licensee.
- Tree grates must be pressure washed at a minimum of once per year and as necessary to prevent a safety hazard to the public.

Lighting

- Ongoing maintenance of the lighting system is required to ensure continuous functionality and the safety of the public.
- Deficiencies, including outages, excess light spillage, low lumens, fixture or pole corrosion, damage to the fixture and/or pole, exposed wiring, and any other deficiencies that affect functionality must be repaired within twenty-four (24) hours of notification to the Licensee.

Planters

- Ongoing maintenance of the planters is required to ensure functionality and the safety of the public.
- Damages to planters must be repaired within thirty (30) days of notification to the Licensee.
- Damages to planters that may pose a safety hazard to the public must be repaired within twenty-four (24) hours of notification to the Licensee.

Walls

- Damage to walls must be repaired within thirty (30) days of notification to the Licensee.
- Damage to walls that may pose a safety hazard to the public must be repaired or remediated within twenty-four (24) hours of notification to the Licensee.
- Maintain and clean the walls to guarantee an aesthetically pleasing appearance. County requests for cleaning walls must be completed within seventy-two (72) hours of notification to the Licensee.

NOTES:

All landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County NatureScape program and Florida-Friendly Landscaping principles.

Broward County NatureScape program information can be found at:

<http://www.broward.org/NatureScape/Pages/Default.aspx>

Florida-Friendly Landscaping principles and information can be found at:

<http://floridayards.org>